APPENDIX A – STATE CONTRACT

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

	REGISTRATION NUMBER
PURCHASING AUTHORITY NUMBER	AGREEMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below
    STATE AGENCY'S NAME

    Secretary of State
    CONTRACTOR'S NAME

2. The term of this
    Agreement is:

3. The maximum amount
    of this Agreement is: **$**

4. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:

    Attachment 1 – Statement of Work
    Attachment 2 – SOS VoteCal IT General Provisions (11/8/07)
    Attachment 3 – IT Purchase Special Provisions (2/8/07)
    Attachment 4 – IT Maintenance Special Provisions (1/21/03)
    Attachment 5 – IT Personal Services Special Provisions (2/8/07)
    Attachment 6 – Secretary of State Special Provisions
    Attachment 7 – Cost Tables Volume III of Contractor's Response
    Attachment 8 – RFP Sections IV, V and VI
    Attachment 9 – Contractor's Response to RFP Sections V and VI

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		**CALIFORNIA** **Department of** **General Services** Use Only
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*		
BY *(Authorized Signature)* ✍	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
BY (Authorized Signature) ✍	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		

ATTACHMENT 1

STATEMENT OF WORK

The Statement of Work is incorporated into this contract.

ATTACHMENT 2

SOS VoteCal IT General Provisions

The SOS IT General Provisions dated 11/8/2007 are incorporated into this contract.

ATTACHMENT 3

INFORMATION TECHNOLOGY PURCHASE SPECIAL PROVISIONS

The Information Technology Purchase Special Provisions dated 02/08/07 are incorporated into this contract. Information Technology Purchase Special Provisions may be viewed at the following Web Site:

http://www.documents.dgs.ca.gov/pd/modellang/Purchsespecial020807.pdf

ATTACHMENT 4

INFORMATION TECHNOLOGY MAINTENANCE SPECIAL PROVISIONS

The Information Technology Maintenance Special Provisions dated 01/21/03 are incorporated into this contract. Information Technology Maintenance Special Provisions may be viewed at the following Web Site:

http://www.documents.dgs.ca.gov/pd/modellang/maintenancespecial12103.pdf

ATTACHMENT 5

INFORMATION TECHNOLOGY PERSONAL SERVICES SPECIAL PROVISIONS

The Information Technology Personal Services Special Provisions dated 02/08/07 are incorporated into this contract. Information Technology Personal Services Special Provisions may be viewed at the following Web Site:

http://www.documents.dgs.ca.gov/pd/modellang/PersonalServiceSpecial020807.pdf

ATTACHMENT 6

SECRETARY OF STATE SPECIAL PROVISIONS

The Secretary of State Special Provisions are incorporated into this contract.

ATTACHMENT 1 – STATEMENT OF WORK

STATEMENT OF WORK

1.   General

(a)   This Statement of Work (SOW) defines the tasks needed to implement and support the Secretary of State (SOS) VoteCal Statewide Voter Registration System Project (VoteCal); it also establishes responsibilities for completing these tasks.

(b)   For work that has been identified, the attached Task Schedules define and authorize such work on a Fixed Price basis, with a guarantee of task completion.

(c)   For additional work, not foreseen at the time this Agreement is executed, Work Authorizations (SOW, Section 7 – Unanticipated Tasks) will define and authorize such work.

(d)   The term of this contract is for implementation plus one (1) year warranty concurrent with one (1) year of maintenance and operations.   Additionally, SOS may execute five (5) one-year options for maintenance and operations and one (1) five (5) year option for software support..

(e)   The state may, at its sole option, choose to exercise the extensions to the maintenance and operations agreement at the proposed price; however, if the state has not received and accepted all required updated documentation, the contractor may not bid upon nor be awarded a contract for further maintenance and operations of the system.

2.   Contractor Staffing and Performance

(a)   Contractor shall make available personnel as listed on their Final Proposal Staffing Plan for the purpose of providing the services required to accomplish the tasks prescribed in the Task Schedules. Each task and deliverable will be considered complete only after formal review, approval, and acceptance in writing by the SOS Project Director that the deliverable has been delivered in accordance with the requirements set forth in the SOW. The Bidder may only bill for the completion of each phase upon acceptance of all deliverables in that phase in accordance with Exhibit 2 and 3 (less the holdback of 10%).

(b)   Each Task Schedule contains at a minimum, a description of the task, a statement of Contractor's responsibilities and a list of deliverable items. All Tasks and Deliverables shall be provided for the fixed price listed in this Agreement.

(c)   Contractor agrees to perform the services for which it and all subcontractors are responsible, to accomplish this work in the manner and time stated in the Task Schedules, and to provide the deliverable items as required.

(d)   A Bond is required to be provided from an admitted Surety Insurer which states the surety unconditionally offers to guarantee to the extent of fifty percent (50%) of the Project Deliverables cost (excluding hardware) guarantying the Bidder's performance in all respects of the terms and conditions and provisions of the Agreement. Within 21 calendar days after award of contract (unless submitted with the Proposal), the Contractor MUST submit the required Performance Bond.

3.   Control and Supervision

The services provided by Contractor to accomplish the SOW shall be under the control, management, and supervision of Contractor, including any subcontractors or off-site Contractor staff (if applicable).

4.   Contractor Personnel

(a)   SOS requires that analysis, design, development, testing, and training development activities be performed in the Sacramento area and may be at the SOS offices in Sacramento. The

key Bidder staff consisting of Project Manager, Business Lead, Technical Lead, Programming Lead, Testing Lead, and Data Conversion Lead must reside at the SOS office. No work shall be performed offshore. If Contractor identifies potential tasks that may be accomplished off-site without adversely affecting the project, the VoteCal Project Director or designee may grant exceptions based on Contractor's written justification to work off-site. However, Contractor must make off-site staff available to work at SOS headquarters at SOS's request. If SOS so requests, all expenses (e.g., food, transportation, housing, etc.) to bring the off-site staff to the VoteCal office space will be Contractor's responsibility.

(b)   SOS reserves the right to disapprove the continuing assignment of Contractor key personnel provided under this Contract. Contractor will make every reasonable effort to provide appropriately qualified replacement personnel in a timely manner. The proposed replacement staff must have the same or higher-level skills and experience as the staff person leaving the project. SOS reserves the right to approve replacement or additional staff before they start on the project.

(c)   Contractor will provide the individuals proposed in key roles (Project Manager, Business Lead, Technical Lead, Programming Lead, Testing Lead, and Data Conversion Lead) for the duration of their role on the project if those individuals are still in the employ of the Contractor. SOS recognizes that a resignation or other events may cause Contractor project team members to be unavailable. VoteCal Project Management reserves the right to approve or deny all Contractor proposed replacement project team members. The proposed replacement staff must have the same or higher-level skills and experience as the staff person leaving the project. SOS reserves the right to validate the proposed replacement staff references prior to approving their participation on the project.

5.   Work Standards

Contractor personnel shall adhere to the following work standards for the project:

(a)   Contractor will use Microsoft Office 2003 or the SOS approved version installed at SOS in the preparation of all project correspondence and deliverables.

(a)   Contractor will comply with SOS security restrictions related to the access of the SOS facilities. SOS must agree to any exceptions to the established practices in writing.

(b)   Contractor Project Manager will meet with the VoteCal Project Director (or designee) and other resources to develop a Deliverable Expectations Document (DED) using the approved DED template for each project deliverable in advance of its preparation (refer to SOW Exhibit 4, Sample Deliverable Expectation Document Template). This process will establish expectations on all sides regarding the appropriate standards, format, content, number of copies, and acceptance criteria for the deliverables.

(c)   Contractor will maintain the Project Schedule in an SOS-approved version of MS Project or an automated tool accepted in writing by SOS.

(d)   Contractor will manage all project documentation in automated tools acceptable to SOS.

(e)   All required project records and documentation must be maintained in the SOS project repository in electronic format (such as MS Word, MS Excel or editable PDF) or in hardcopy where soft copy is unavailable.

(f)   The Contractor must comply with project management industry standards (i.e. PMI, PMBOK) including the State Information Management Manual Project Oversight Framework and IEEE when designated by the SOS.

6.   Responsibilities of SOS

   (a)   For work performed at SOS premises, SOS shall provide the following work environment, provided that all onsite contractor personnel agree in writing to SOS and State acceptable use policies:

      (i)   Up to 6 contractor workstations and work space for Contractor staff; and,

      (ii) Access to printers, copiers, telephone, and desktop computers with approved SOS applications.

   (b)   SOS is responsible for providing required information, data, and documentation, in its current form, as specified in the Request for Proposal, the VoteCal Bidder's Library, and access to program staff to facilitate Contractor's performance of the work. VoteCal Project Director or designee shall provide additional assistance and services as specifically set forth in the Exhibit 2 and 3, Task Schedules.

   (c)   VoteCal Project Director (or designee) shall ensure the performance and availability of SOS personnel under this SOW and is the sole individual to whom all official communications relative to this SOW will be addressed.

   (d)   At the end of full system acceptance by SOS and at the end of the warranty and maintenance period of this Agreement, SOS IT staff intends to assume primary responsibility for maintaining the implemented solution with Contractor maintenance and support.

7.   Unanticipated Tasks

   The Bidder proposal will include all hardware and software necessary to provide the functionality and performance specified in the solicitation and promised in the proposal. Any additional software and hardware not included in the proposal, but determined necessary or required to meet contract and proposed functionality and performance will be acquired at the sole expense of the contractor and will become the property of the SOS once delivered, installed and accepted. SOS will only reimburse the Bidder for hardware and software components specifically included and costed in the proposal, unless the additional components are required to implement an approved change order.

   If additional work must be performed that was wholly unanticipated and was not identified in either the RFP nor Contractor's proposal in response, but which, in the opinion of the SOS, is necessary to the accomplishment of the general scope of work outlined, the following procedures will be employed.

   (a)   For each item of unanticipated work, the SOS Project Change Control Process will be used. When the Change Control Request from this process is approved, a Work Authorization will be prepared by the Contractor in accordance with the sample attached as SOW, Exhibit 1 and will be incorporated as a Schedule to this SOW. All Contractor rates have been established by Contractor staff classification in Cost Table VII.9, Bidder Staff Hourly Rates. Unless otherwise agreed by both parties the contractor Work Authorization will be for a fixed price for the delivery of the change.

   (b)   It is understood and agreed by both parties to this SOW that all of the Terms and Conditions of this SOW shall remain in force with the inclusion of any additional Work Authorization added as a Schedule to this SOW. Such Work Authorization shall in no way constitute an Agreement other than as provided pursuant to this SOW nor in any way amend any of the other provisions of this Agreement.

   (c)   Each Work Authorization shall be prepared in accordance with Exhibit 1, Sample Work Authorization.

   (d)   SOS has the right to require Contractor to stop or suspend work on any Work Authorization with five (5) calendar days' written notice.

(e)   If, while performing the work, Contractor determines that a Work Authorization to be performed under this Agreement, which was accepted as an estimate rather than a fixed price for the deliverable, cannot be completed within the estimated labor hours, Contractor will immediately notify SOS in writing of Contractor's estimate of the labor hours and additional cost which will be required to complete the Work Authorization in full. Upon receipt of such notification, SOS may elect to:

(i)   Authorize Contractor to expend the estimated additional labor hours in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization not unreasonably to be withheld); or,

(ii)   Terminate the Work Authorization; or,

(iii)   Alter the scope of the Work Authorization in order to define tasks that can be accomplished within the remaining estimated labor hours.

(f)   Contractor shall not initiate work effort for Work Authorizations until authorized in writing by SOS, DGS and amendment to the Contract.

8.   Deliverables

(a)   Acceptance

Acceptance of VoteCal will be governed by this Statement of Work. Acceptance is conditioned on compliance with all contract requirements, including but not limited to, the license requirements in section 9 of this Statement of Work and the requirements in Section 37 of the SOS VoteCal IT General Provisions.

(b)   Contractor Formal Transmittal of Deliverables

Contractor shall submit for review and approval a formal transmittal letter from Contractor's Project Manager addressed to VoteCal Project Director (or designee) for each deliverable for the purpose of acceptance. The deliverable must contain an Approval Page, which indicates the date submitted, to whom submitted, deliverable author, and title of the deliverable. The DED prepared for the specific deliverable approval must be attached to the transmittal.

Contractor should be aware that they are at risk for proceeding prior to formal acceptance of the preceding task or deliverable. SOS Approval of Deliverables

Detailed deliverable acceptance criteria will be developed in the DED based on the type of deliverable being reviewed in accordance with any applicable standards or SOS-approved equivalent for that deliverable. Upon acceptance of a deliverable, SOS will issue a Notice of Accepted Deliverable.

(c)   SOS Review Time for Contractor Document Deliverables

SOS review time for document deliverables will be determined at the time the deliverable DED is developed and will be based on the type and complexity of said deliverable. At a minimum, SOS will require 5 working days for review, comment and approval on a deliverable.

(d)   Rejection of Deliverables

(i)   If Contractor submits a deliverable that does not conform to its acceptance criteria as specified in the approved DED, it may be deemed unsatisfactory and SOS may issue a Notice of Rejected Deliverable. The Notice shall be in writing, state the specific reason for the deficiency, and provide the timelines for correction of the deficiency.

(ii)   Within the specified timeline in (e) (i), Contractor shall resubmit the corrected Deliverable to the SOS Project Director. In the event that significant changes or

corrections are required, Contractor may request, in writing, an extension to the specified timeline. Approval of the extension is at the sole discretion of the VoteCal Project Director.

(iii)   If the resubmitted deliverable is not acceptable to SOS, a second "Notice of Rejected Deliverable" will be issued. Contractor shall correct and resubmit the Deliverable within five (5) State business days of receipt of the second Notice, unless a longer period is approved by the VoteCal Project Director.

(iv)   If the corrected deliverable is not submitted within the approved period for resubmission after receipt of the second Notice, or if the corrected deliverable is submitted but is not acceptable, VoteCal Project Director shall exercise one of the following options:

(a)   Issue a third "Notice of Rejected Deliverable" and allow the Contractor additional attempts to correct defects;

(b)   Issue a "Notice of Conditional Accepted Deliverable" thus allowing the Contractor to move forward with the Project. The Contractor will not be paid until the deliverable is unconditionally accepted.

(c)   Send a final Notice of Rejected Deliverable and initiate the VoteCal Escalation Process. (The Escalation Process is established for issues to be brought to the attention of the VoteCal Steering Committee and Independent Project Oversight for discussion and resolution.)

(e)   Inspection of Work in Progress

Contractor agrees that the SOS Project Director or designee, or the Independent Project Oversight Contractor, shall have the authority to inspect any and all of Contractor's work in progress. The purpose of such inspections will be to verify project progress as reported by Contractor and to ensure that work products are in conformity with requirements or Agreement provisions. If, upon such inspection, the SOS or IPOC identify significant deviations from progress reported by the Contractor, the SOS Project Executive Steering Committee may require the Contractor to submit a corrective action plan within five (5) business days for consideration and approval by the SOS Project Executive Steering Committee. The Chair of the SOS Project Steering Committee may, at his or her sole discretion, order that project activities be suspended until the corrective action plan is approved and implemented.

(f)   List of Deliverables

Refer to Task Schedules SOW Exhibit 2 and 3.

9. Software Provisions

    (a) Platform Software

         These provisions apply to generally available Platform Software included in the completed
         VoteCal system. Platform software shall mean products that perform the following functions:

         ▪   operating system,

         ▪   database management,

         ▪   message switching,

         ▪   backup/restore,

         ▪   security,

         ▪   access control,

         ▪   encryption,

         ▪   intrusion prevention,

         ▪   performance monitoring,

         ▪   troubleshooting,

         ▪   source code compilation and run-time libraries,

         ▪   debugging,

         ▪   storage management tools, and

         ▪   any other system component which is commercially available through multiple resellers,
             that has not been modified for use in the VoteCal and/or VoteCal EMS systems, and for
             which configuration is within manufacturer's published, customer-configurable options.

         These provisions do not apply to any portion of the VoteCal Application Software and
         VoteCal EMS Application Software developed or otherwise provided to the State under this
         Contract.

         (i) License Grant

              a) Contractor hereby grants to the State and the State accepts from Contractor,
                  subject to the terms and conditions of this Contract, a non-exclusive, non-
                  transferable license to use and copy Platform Software as outlined below.
                  (hereinafter referred to as "Platform Software").

              b) State may use the Platform Software in the conduct of its own business, and any
                  division thereof.

              c) The license granted above authorizes the State to use the Platform Software in
                  machine-readable form on the Commercial Computer System located at the
                  site(s) specified in the Statement of Work. Said Computer System and its
                  associated units (collectively referred to as CPU) are as designated in the
                  Statement of Work. If the designated CPU is inoperative due to malfunction,
                  the license herein granted shall be temporarily extended to authorize the
                  State to use the Platform Software, in machine-readable form, on any other
                  State CPU until the designated CPU is returned to operation. The license
                  herein granted shall also be temporarily extended to authorize the State to
                  use the Platform Software, in machine-readable form, on any other State
                  CPU for up to 7 days per calendar year to allow the state the ability to

operate in the event that the designated CPU is inoperative, and to facilitate system maintenance.

d) By prior written notice, the State may redesignate the CPU in which the Software are to be used. The redesignation will be effective upon the date specified in the notice of redesignation.

(ii)   Encryption/CPU ID Authorization Codes

a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Platform Software, the Contractor will provide all codes to the State with delivery of the Software.

b) In case of an inoperative CPU as defined in paragraph 1c. above, Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation, and to allow the State to test the alternate CPU or perform maintenance on the designated CPU, as described in 1 c above.

c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as a permanent code is assigned.

(iii)   Fees and Charges

The State's assumption of ownership of Platform Software Product licenses will be effective upon payment of the invoice(s) for all deliverables in Phase VI and, for platform software used only for the VoteCal EMS, upon acceptance of all deliverables in Phase V (Attachment 1, Exhibit 3), Contractor will be responsible for payment of any recurring license charges until the completion of the warranty period as established in the Statement(s) of Work.

(iv)   Maintenance

The maintenance and support of any Platform Software products delivered to the State shall be provided, through the Warranty Period and any optional additional years of maintenance and operations..

a) The correction of any residual errors in any Platform Software that may be discovered by Contractor or by the State will be considered maintenance. Such maintenance will be performed by Contractor without additional charge for the duration of this contract. Suspected errors discovered by the State in the Platform Software will be handled by the following procedures:

1) A listing of the output and a copy of the identical input data in machine-readable form will be submitted to Contractor along with a completed copy of the appropriate Contractor information form and, if appropriate, a listing of the contents of the memory of the CPU at the time the error condition was noted.

2) Errors in the Platform Software as verified by Contractor will be corrected by providing a new copy of said Platform Software (or of the affected portions) in machine-readable form.

The Contractor shall attempt to correct Platform Software errors within a reasonable time.

b) Contractor will be responsible for isolating and correcting error conditions caused by the State's particular Hardware or Operating System unless the State has modified or substituted Hardware or Operating System for those components supplied under this contract. If the state has modified or substituted Hardware or Operating System for those components supplied under this contract, the Contractor will be available to assist the State in isolating and correcting error conditions caused by the State's particular Hardware or Operating System at rates in accordance with the Statement of Work.

c) If Contractor is called upon by State to correct an error caused by State's negligence, modification by State, State supplied data, Machine or operator failure, or due to any other cause not inherent in the original Platform Software, Contractor reserves the right to charge State for such service on a time and material basis, or rates in accordance with the Statement of Work.

(v) Acceptance of Software

Any integrated Platform Software for the VoteCal system must be purchased by and licensed to the Contractor. All required licenses purchased by the Prime Contractor shall include written acceptance by the Platform Software provider of the Third Party COTS General Provisions dated July 15, 2008 (http://www.documents.dgs.ca.gov/pd/TAS/SICOTSSWGPs071508.pdf) Contractor agrees to provide to the SOS this written acceptance and copies of the software licensing agreement(s) no later than implementation acceptance. Implementation acceptance is conditioned upon receipt and approval of these documents. Software licensing terms and conditions provided by Contractor which are not in conflict with the Third Party COTS General Provisions dated July 15, 2008, and/or California law will be accepted by the SOS, provided however that any licensing clause, term or condition representing that the license is superior to or takes precedence over other articles, attachments, specifications, provisions, contracts, terms or conditions shall be stricken and shall have no legal effect.

Contractor shall hold all licenses until implementation acceptance. After implementation acceptance, the licenses shall automatically pass to SOS. In the event that Contractor fails to perform on the contract, Contractor shall immediately grant all software licenses to SOS upon request by SOS.

SOS reserves the right to waive these requirements on a case-by-case basis, at the SOS's sole discretion, if it is in the best interest of the State.

(b) VoteCal System Application Software

Includes any application software developed or otherwise provided by the Contractor to meet the business functional requirements of this contract for the VoteCal Application. This provision does not apply to Platform Software, as described in 9a above, or to the VoteCal EMS Application Software products as described in 9c below except where the VoteCal EMS Application Software products are necessary to meet the business functional requirements in this contract for the VoteCal Application.

(i) License Grant

a) Contractor hereby grants to the State and the State accepts from Contractor, subject to the terms and conditions of this Contract, a non-exclusive, non-transferable, perpetual license to use, modify and copy the VoteCal System

Application Software listed in Statement of Work of this Contract (hereinafter referred to as "VoteCal Application").

b) State, and any other governmental entity within California, may use the VoteCal Application in the management and processing of voter registration and elections information. In no event shall the State or any division thereof resell, re-license, or use the VoteCal Application for purposes other than the management or processing of voter registration and elections data by governmental entities in California,

c) Except as limited above, the license granted above authorizes the State to use the VoteCal Application on any Computer System for any government purpose in California, and to modify the software, or to adapt the software in whole or in part for any government purpose in California.

(ii) Encryption/CPU ID Authorization Codes

The Contractor shall not apply any encryption or CPU ID authorization code capability to the VoteCal Application that in any way restricts the ability of the State to install and use the VoteCal Application on any Hardware or Operating System, nor shall the Contractor apply any mechanism that limits the period of usability of the VoteCal Application.

(iii) Fees and Charges

Upon acceptance of the VoteCal Application by State, in accordance with the Statement of Work, State will pay the contracted fees for the development and use of the VoteCal Application. Upon payment of the onetime contracted fee, the license grant to the state will be perpetual without recurring use charges and is not dependent upon the State's continuing to contract for software maintenance of the VoteCal Application.

(iv) Maintenance

a) The correction of any residual errors in any VoteCal Application that may be discovered by Contractor or by the State during the first year after acceptance will be considered maintenance. Such maintenance will be performed by Contractor without additional charge for the duration of this contract.

b) During the period of contracted software maintenance, the Contractor will at no additional charge:

1) Correct all errors affecting business functions identified by the State or Contractor in any VoteCal Application Software product.

2) Restore the VoteCal Application Software to performance and functionality equivalent to that of the product when accepted following the installation of any manufacturer-provided security-related maintenance for any other component of the system.

c) Suspected errors discovered by the State in the VoteCal Application Software will be handled by the following procedures:

1) The State will provide the vendor with a clear description of the problem, including the activity performed when the error occurred, the expected outcome, and the unexpected or undesirable outcome obtained. The State will also identify the impact on business processes of the problem, and identify any workaround implemented to mitigate that impact. The State will report the problem using an automated trouble reporting system if provided by

the Contractor.

2) Errors in the VoteCal Application Software as verified by Contractor will be corrected by providing a new copy of both source and object code for said VoteCal Application Software (or of the affected portions) in machine-readable form, along with any instructions for implementing the correction.

3) The Contractor shall attempt to correct VoteCal Application Software errors within a reasonable time. The Contactor will apply its best efforts to correct or provide a reasonable workaround for errors affecting business processes.

d) Contractor will be responsible for isolating and correcting error conditions caused by the State's particular Hardware or Operating System unless the State has modified or substituted Hardware or Operating System for those components supplied under this contract. If the state has modified or substituted Hardware or Operating System for those components supplied under this contract, the Contractor will be available to assist the State in isolating and correcting error conditions caused by the State's particular Hardware or Operating System at rates in accordance with the Statement of Work.

e) If Contractor is called upon by State to correct an error caused by State's negligence, modification by State, State supplied data, Machine or operator failure, or due to any other cause not inherent in the original system as proposed by the Contractor and delivered under this contract, Contractor reserves the right to charge State for such service on a time and material basis, or rates in accordance with the Statement of Work.

(v) Acceptance of Software

Acceptance of the VoteCal Application will be governed by the Statement of Work.

(vi) Right To Copy or Modify

Upon acceptance and payment for project phase containing the VoteCal Application deliverable, there shall be no restriction on the state's ability and right to copy or modify the VoteCal Application, or on its ability to distribute and install the VoteCal Application for all the purposes allowed by this agreement.

(vii) Future Releases

Unless otherwise specifically provided in this Contract, or the Statement of Work, if improved versions of the VoteCal Application Software, or of any of Contractor's software products identified in the Contractor's Proposal as a basis or component of the VoteCal Application, are developed by Contractor, and are made available to other licensees, they will be made available to the State at the State's option at a price no greater than the price offered to other government licensees to upgrade from the version provided to the State to thesame version of the product provided to another government licensee. Where modifications or enhancements are made by the contractor to a different version of a product identified in the Contractor's proposal as a basis or component of the VoteCal Application and are directly applicable to the VoteCal Application, those modifications or enhancements shall be made available to the State at no more than the lowest cost any other entity was charged to incorporate that modification or enhancement in the other version of that product.

(viii)   Source code

The Contractor shall turn over the source code, the object code, the complete software release implementation directions, and any additional software that is required to prepare, modify, document, or operate the VoteCal Application Software to SOS. The State's use of such source code materials will be subject to the limited use license granted above.

(c)   VoteCal EMS Application Software

Includes any application software developed or otherwise provided by the Contractor to meet the business functional requirements of this contract for the VoteCal EMS. This provision does not apply to Platform Software, as described in 9a above, or to the VoteCal System Application Software products as described in 9b above.

(i)   License Grant

a)   If the State exercises the option to acquire the VoteCal EMS for one or more counties, the Contractor will hereby grant to the State and the State accepts from Contractor, subject to the terms and conditions of this Contract, a non-exclusive, non-transferable, perpetual license to use, modify and copy the VoteCal EMS Application Software listed in Statement of Work of this Contract (hereinafter referred to as "VoteCal EMS ").

b)   State and any division thereof may use the VoteCal EMS in the conduct of its ordinary, internal business purposes. In no event shall the State or any division thereof resell, re-license, or use VoteCal EMS for purposes other than processing and reporting data related to elections and voter registration.

c)   Notwithstanding the limitations above, the license granted above authorizes the State to use the VoteCal EMS on any Computer System for each California county for which SOS has exercised the option and paid the fees specified in this contract for that county, and to modify the software, or to adapt the software in whole or in part for any government purpose purpose related to elections, voter registration or voter registration information in those counties.

(ii)   Encryption/CPU ID Authorization Codes

The Contractor shall not apply any encryption or CPU ID authorization code capability to the VoteCal EMS that in any way restricts the ability of the State to install and use the VoteCal EMS on any Hardware or Operating System, nor shall the Contractor apply any mechanism that limits the period of usability of the VoteCal EMS.

(iii)   Fees and Charges

Upon acceptance of the optional VoteCal EMS by the State, in accordance with the Statement of Work, the State will pay the contracted fees for the use of the VoteCal EMS in one or more counties at the State's option. Upon payment of the onetime contracted fee for every county for which the State chooses to exercise the VoteCal EMS option, the license grant to the state for use by those counties will be perpetual without recurring use charges and is not dependent upon the State's continuing to contract for software maintenance of the VoteCal EMS.

(iv)   <u>Maintenance</u>

a)   The correction of any residual errors in any VoteCal EMS Application Software that may be discovered by Contractor or by the State during the first year after acceptance will be considered to be maintenance. Such maintenance will be performed by Contractor without additional charge for the duration of the contract.

b)   During the period of contracted software maintenance, the Contractor will at no additional charge:

   1)   Correct all errors affecting business functions identified by the State or Contractor in any VoteCal EMS Application Software product.

   2)   Restore the VoteCal EMS Application Software product to performance and functionality equivalent to that of the product when accepted following the installation of any manufacturer-provided security-related maintenance for any other component of the system.

c)   Suspected errors discovered by the State in the VoteCal EMS Application Software will be handled by the following procedures:

   1)   The State will provide the vendor with a clear description of the problem, including the activity performed when the error occurred, the expected outcome, and the unexpected or undesirable outcome obtained. The State will also identify the impact on business processes of the problem, and identify any workaround implemented to mitigate that impact. The State will report the problem using an automated trouble reporting system if provided by the Contractor.

   2)   Errors in the Software Product as verified by Contractor will be corrected by providing a new copy of both source and object code for said Software Product (or of the affected portions) in machine-readable form, along with any instructions for implementing the correction.

   3)   The Contractor shall attempt to correct VoteCal EMS Application Software errors within a reasonable time. The Contactor will apply its best efforts to correct or provide a reasonable workaround for errors affecting business processes.

d)   Contractor will be responsible for isolating and correcting error conditions caused by any county's particular Hardware or Operating System unless the state or county has modified or substituted Hardware or Operating System for those components specified by the Contractor under this contract. If the county has modified or substituted Hardware or Operating System for those components supplied under this contract, the Contractor will be available to assist the State in isolating and correcting error conditions caused by the county's particular Hardware or Operating System at rates in accordance with the Statement of Work.

e)   If Contractor is called upon by State to correct an error caused by State's negligence, modification by State, State supplied data, Machine or operator failure, or due to any other cause not inherent in the original system as proposed by the Contractor and delivered under this contract, Contractor reserves the right to charge State for such service on a time and material basis, or rates in accordance with the Statement of Work.

(v)   Acceptance of Software

Acceptance of the VoteCal EMS Application Software will be governed by the Statement of Work.

(vi)   Right To Copy or Modify

Upon acceptance and payment for VoteCal EMS Application Software, there shall be no restriction on the state's ability and right to copy or modify the VoteCal EMS, or on its ability to distribute and install the VoteCal EMS Application Software for the purposes allowed by this Agreement for any county for which the state has exercised the options and paid the associated fees.

(vii)   Future Releases

Unless otherwise specifically provided in this Contract, or the Statement of Work, if improved versions of the VoteCal EMS Application Software, or of any of Contractor's software products identified in the Contractor's Proposal as a basis or component of the VoteCal EMS Application Software, are developed by Contractor, and are made available to other licensees, they will be made available to the State at the State's option at a price no greater than the price offered to other government licensees to upgrade from the version provided to the State to the same version. Where modifications or enhancements are made by the contractor to a different version of a product identified in the Contractor's proposal as a basis or component of the VoteCal Application and are directly applicable to the VoteCal Application, those modifications or enhancements shall be made available to the State at no more than the lowest cost any other entity was charged to incorporate that modification or enhancement in the other version of that product.

(viii) Source code

The Contractor shall turn over the source code, the object code, the complete software release implementation directions, and any additional software that is required to prepare, modify, document, or operate the VoteCal EMS Application Software to SOS. The State's use of such source code materials will be subject to the limited use license granted above.

10.   Special Provisions

(a)   Invoicing and Payment

The Bidder may only bill for the completion of each phase upon acceptance of all deliverables in that phase in accordance with Exhibit 2 and 3 (less the holdback of 10%).

The Contractor cannot submit an invoice more frequently than once a month. All phases or work authorizations for which all deliverables have been accepted in writing during the month must be grouped into a single monthly invoice submitted for approval.

The State agrees to compensate the Contractor in accordance with the rates specified in the attached Cost Tables.

Prior to submitting the invoices to the address below, the HAVA Activity Sheet will be submitted to the Contract Manager for approval and signature of the VoteCal Project Director. The signed HAVA Activity Sheet must be submitted with the monthly invoice. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Secretary of State
Attn: Accounts Payable

P O Box 944260
Sacramento, CA 94244-2600

(b)   Ten Percent 10% Withholding

In accordance with Public Contract Code, Section 12112, the State will withhold, from the invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of the payment. Such retained amount shall be held by the State and only released to the Contractor upon the State's Project Manager determination that the Contractor has satisfactorily completed all of the required services.

(c)   Liquidated Damages

It is agreed by the State and the Contractor that in the event of failure to meet the requirements which follow, damage shall be sustained by the State and that it is and will be impractical and extremely difficult to ascertain and determine the actual damages which the State will sustain in the event of and by reason of such failure; and it is therefore agreed that the Contractor will pay the State the amounts set forth below for such failures at the sole discretion of the State according to the following subsection. The purpose of liquidated damages is to ensure adherence to the requirements in the contract. No punitive intention is inherent.

Additionally, time is of the essence in the contract. It is the State's intent to meet the VoteCal Project Final Implementation Date as specified in the project schedule at the time of award. If for any reason the Contractor is delayed in meeting the Final Implementation Date, Liquidated Damages in the amount of two thousand five hundred dollars ($2500) per working day may be assessed for each working day the Final Implementation Date is delayed; provided, however, that in no event shall the total liquidated damages assessed exceed $1,000,000. The State will notify the Contractor, in writing when Liquidated Damages are being invoked. The State will provide the Contractor a complete accounting for all Liquidated Damages.

Exhibit 1 – Sample Work Authorization

Schedule #:	
Title:	(Title of the Work Authorization (WA))
Task Summary:	(2-3 sentence description of the work to be performed, the origin of the request, and/or the reason for the WA.)
Priority:	(Priority Information from Change Control)
Release Identification:	(Planned Release: Release Identification (if applicable) from Release Management Plan)
Schedule Dates:	(Start Date: Date the work should start)
Completion Date:	(Date the work will be delivered, in final form, for SOS Acceptance Testing.)

Projected Labor-hours	Rate Per Labor-hour	Cost
	$	$
	$	$
	$	$
TOTAL:		TOTAL:

Contractor Personnel To Be Assigned	Job Classification/Skill Level
XXX	Staff Programming Analyst

This task will be performed in accordance with this Work Authorization and the provisions of SOW I, Section 7, entitled "Unanticipated Tasks."

Approval:

Contractor Project Manager   Date   SOS Project Director   Date

Exhibit 1 – Sample Work Authorization (Continued)

A.   Task Description

Detailed description of the WA including work to be performed, potential impact to schedule if not performed, dependencies, and other items of significance.

B.   Tasks and Contractor Responsibilities

    1.

    2.

    3.

C.   Deliverables

    1.

    2.

    3.

D.   Completion Criteria

Delivery of the accepted program and associated deliverable items listed under heading "C" above will constitute completion of this task.

E.   Change Criteria

The program developed under this Work Authorization shall be subject to the SOS-VoteCal Change Control Procedures.

F.   SOS Responsibilities

    1.

    2.

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EXHIBIT 2 VOTECAL SYSTEM TASKS AND DELIVERABLES

The numbering of these tasks does not indicate the order in which the tasks must be worked. They are numbered to segregate the deliverables into groups. Performance of tasks can overlap. The Project Management Plan (PMP) agreed to with SOS will determine the exact time these deliverables will be due based on the approved project schedule. Acceptance criteria, SOS review period, standards, and detailed content will be determined jointly during development of each Deliverable Expectation Document (DED).

INTRODUCTION

SOS has identified the Phases for the VoteCal System Project to include the following:
- Project Initiation and Planning;
- Design;
- Development;
- Testing
- Pilot Deployment and Testing;
- Deployment and Cutover;
- First-Year Operations and Closeout

Each of these Phases will require development of specific deliverables along with ongoing activities the Contractor will be required to conduct or participate in.

STANDARDS

The Contractor will comply with the following standards as designated by SOS and specified in the DED for each individual deliverable:
- Contractor shall follow project management industry standards (i.e. PMI, PMBOK);
- The State Information Management Manual Project Oversight Framework; and
- IEEE.

In addition to the SOS, both the IV&V and IPOC Contractors who use the above standards in their reviews will review the Contractor deliverables. This review process is mandatory for the VoteCal project. The findings of these reviews will be discussed with the SOS Project Director, Project Team and the Contractor. The SOS Project Director will make the final determination as to which of these findings will have to be corrected by the Contractor.

PAYMENT MILESTONES

This SOW identifies seven (7) phases for the project. There are payment milestones at the end of each of these phases. Payment for attaining a payment milestone will only be made when all the deliverables associated with that phase have been successfully completed with written acceptance from SOS. To obtain payment for a completed phase, the Contractor must submit an invoice for that phase, together with the signed acceptance letter for each deliverable associated with the phase and completed HAVA Activity Sheets for that phase.

DELIVERABLE DEVELOPMENT

Deliverable Expectation Document (DED) Template

A DED will be required for each written project deliverable identified in this Statement of Work, which shall identify expected deliverable content, due date, acceptance criteria, reviewers, review time frames, standards for deliverable, process and frequency for maintaining and updating the deliverable. SOS shall provide a DED template, which must be followed in preparing each DED. The due dates for the DEDs

will be driven by the PMP and schedule agreed upon by the SOS and the Contractor. Prior to the Contractor beginning work on a deliverable, the DED for that deliverable will be developed jointly by SOS and the Contractor. SOS must approve this DED.

PHASE 0 - ONGOING PROCESS TASKS AND DELIVERABLES

The Contractor is required to perform all Phase 0 processes, tasks, and deliverables throughout the VoteCal Project. For purposes of this Statement of Work, these are referred to in each Phase description as "Phase 0 On-Going Process Tasks".

Deliverable 0.1 – Project Control and Status Reporting

Contractor's Project Executive and Contractor Project Manager shall conduct monthly Project Management Reviews (PMR) to present the current and cumulative project status information related to open and on-going issues and risks in accordance with the Project Plan and Schedule. These reviews will be held with the VoteCal Project Management Team first and then separately with the SOS IPOC and IV&V Contractor.

Additional meetings the Contractor will be required to attend shall include, but are not limited to:
- Daily informal meetings between SOS Project Manager, Contractor Project Manager, and/or their designees;
- Weekly Management meetings between SOS and Contractor Project Managers; and

Deliverable 0.2 – Maintain and Update Project Plans (as appropriate)

Contractor shall maintain and update all approved Project Plans as required by events or at prescribed intervals during the life of the project. The Project Management Plan must be updated weekly at a minimum. Other plan updates will be determined at the time the DED for the Plan is developed.

This deliverable will be required through all phases of the VoteCal Project.

Deliverable 0.3 – Weekly Project Management Reports and Attend Weekly Project Meetings

Contractor shall provide to the VoteCal Project Manager a written weekly summary of activities, and project status information related to open and on-going issues. The Contractor's Project Manager will attend weekly project status meetings in person to discuss weekly activities, issues, risks, and project progress.

This deliverable will be required through all phases of the VoteCal Project.

Deliverable 0.4 – Attend Project Meetings with Key Business Users, County Users, County EMS Vendors, Other State Agencies, and SOS Management as Required

Contractor's Project Manager or designated team member shall be available as required by the VoteCal Project Manager to attend Steering Committee Meetings, County User Meetings, SOS Executive Meetings, and meetings with other State Agencies related to the project.

At the monthly VoteCal Steering Committee Meeting, the contractor's project manager must be prepared to provide: a summary of contractor activities; accomplishments to date; an explanation

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for any tasks that are delayed and how the schedule delays will be recouped; and recommendations for issue resolution and risk mitigation.

This activity will be required through all phases of the VoteCal Project.

Deliverable 0.5 – On-Going Issues Management and Risk Tracking

Contractor shall perform VoteCal System Issue and Risk Tracking in a format acceptable to SOS's Project Manager, or designee. Contractor shall track the current and cumulative project status information related to open and ongoing issues and risks. Contractor's ongoing Issue and Risk Reports will be part of the Weekly Status Meetings and written Monthly Project Status Reports. Contractor shall conduct bi-weekly Issue and Risk Management meetings with the Project Team. Contractor will report on management, business, and technical issues. Contractor shall present this report at each status meeting using a format that includes:

- Identification of project issues and potential risks;
- Management of technical issues or risks;
- Status of the issues and risks, (i.e., open, pending, under investigation or resolved);
- Appropriate tracking dates;
- Person and organization responsible for resolution; and,
- Contractor's recommendations for resolving issues or risks.

This deliverable will be required through all phases of the VoteCal Project.

Deliverable 0.6 – Written Monthly Project Status Reports

Contractor will develop a template to be used for the duration of the project for VoteCal System Monthly Project Status Reporting. Contractor's Project Manager shall prepare a written Monthly Project Status Report (MPSR) summarizing progress against approved milestones. Contractor shall include issue and risk status in their monthly reports. This report must cover all activities for the preceding month including, when applicable, the system's performance against all service levels specified in the RFP. Contractor's Project Manager shall be required to attend meetings on SOS premises to present the monthly reports. The first monthly report is due to SOS's Project Manager (or designee) on the tenth of the month following the end of the previous month. Period of the report is the previous calendar month.

This deliverable will be required through all phases of the VoteCal Project.

Deliverable 0.7 –Weekly Change Control Meetings

Contractor shall conduct bi-weekly Project Change Control Meetings in accordance with the approved Change Control Plan.

This deliverable will be required through all phases of the VoteCal

PHASE I - PROJECT INITIATION AND PLANNING

Deliverable I.1 – VoteCal System Project Management Plan and Schedule

Contractor shall provide the Project Management Plan (PMP) within thirty (30) calendar days of contract award for review and approval by SOS.   Content should include, at a minimum, the following components:

- Project Overview;
- Project Work Breakdown Structure;
- Project Schedule;
- Management Objectives and Priorities;
- Roles and Responsibilities;
- Project Assumptions, Dependencies, and Constraints;
- Procedures for Reviewing and Updating the PMP;
- Project Deliverables and Milestones;
- References, Definitions, and Acronyms; and
-
- Project Schedule Management Plan including resource updates, tracking of resource activities, tracking of milestone progress and reporting, critical path monitoring, schedule issues, status reporting based on work breakdown structure, and contingency activities.

Deliverable I.2 – Communications Plan

Contractor shall develop a plan that defines SOS project team, stakeholder, and county communications internal and external to SOS in accordance with the Project Plan, the Project Schedule and the DED developed and approved at the initiation of the project. The strategy shall define any media, events and channels needed to achieve communication objectives, including stakeholder meetings, VoteCal Steering Committee, Working Groups, etc. Contractor shall design necessary information for distribution to SOS staff or posting on the internal project website or external public website, end users, and the public (applicants) to announce the implementation of VoteCal System and channels to contact. SOS must review and approve all such materials.

Contractor shall provide the Communication Plan within thirty (30) calendar days of contract award for review and approval by SOS. This Plan shall be implemented and updated as required during the life of the project.

Deliverable I.3 – Quality Assurance Plan

Contractor must deliver and implement a Quality Assurance (QA) Plan in accordance with the Project Plan, the Project Schedule and the DED developed and approved at the initiation of the project, which includes a complete description of their QA process, methodology, and standards to be applied.

Contractor shall provide the Quality Assurance Plan within thirty (30) calendar days of contract award for review and approval by SOS. This Plan shall be implemented and updated as required during the life of the project.

Deliverable I.4 – VoteCal Software Version Control and System Configuration Management Plan

The Contractor shall develop and implement a Software Version Control and System Configuration Management Plan in accordance with the DED developed and approved at the initiation of the project. As part of this plan the Contractor shall develop a Document Management Plan component addressing how project documents and deliverables will be

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controlled and how their deliverables will be tracked with respect to versioning, including method and tools (if appropriate). Contractor shall also develop a Release Management component of the Software Version Control and System Configuration Management Plan for managing all releases of the VoteCal System solution, including methods of migration through the various environments of the VoteCal System, tools to be used, scheduling and timing of releases, etc.

Contractor shall provide the Software Version Control and System Configuration Plan within thirty (30) calendar days of contract award for review and approval by SOS. This Plan shall be implemented and updated as required during the life of the project.

Deliverable I.5 – VoteCal System Issue Management Plan

The Contractor shall develop an Issue Management Plan in accordance with the approved DED for this deliverable. The Issue Management Plan will include, at a minimum a discussion of how issues will be tracked, discussed, assigned and resolved, and it must identify responsible parties. This Issue Management Plan will be used and updated at prescribed frequencies for identification and resolution of potential and current project issues throughout the life of the Project. This Plan must include a discussion of the issue management philosophy related to Issue Management, and the tools to be used.

Contractor shall provide the Issue Management Plan within twenty (20) calendar days of contract award for review and approval by SOS. This Plan shall be implemented and updated as required during the life of the project.

Deliverable I.6 – VoteCal System Change Control Plan

The Contractor shall develop a Change Control Plan in accordance with the approved DED for this deliverable. The Change Control Plan will include at a minimum a discussion of how project changes will be planned, discussed and managed, and will identify responsible parties. This Change Control Plan will be followed to identify and resolve potential and actual project changes throughout the life of the Project.

This Plan is subject to SOS approval, and shall be implemented, and updated as required during the life of the project.

Deliverable I.7 – VoteCal System Risk Management Plan

The Contractor shall develop a Risk Management Plan in accordance with the approved DED. The Risk Management Plan will include at a minimum a discussion of how this will be used and updated to identify and resolve potential and actual project risks. This Risk Plan must include a discussion of the Contractor's philosophy related to Risk Management and tools to be used, how risks will be tracked, mitigated, and updated.

Contractor shall provide the Risk Management Plan within twenty (20) calendar days of contract award for review and approval by SOS. This Plan shall be implemented and updated as required during the life of the project.

Deliverable I.8 – VoteCal System Organizational Change Management Plan

Contractor shall develop a VoteCal System Organizational Change Management Plan (OCMP), in accordance with the approved DED for this deliverable. The OCMP will address the anticipated business process changes that will be required with the implementation of the VoteCal system, both for the SOS and for county users and how they will be managed to maximize buy-in, minimize disruption in business processes and ensure project success. This plan must include a discussion of the change management strategy and address an assessment of workplace readiness for implementation of the solution. The Organizational Change Management Plan should also address the pilot implementation and how the lessons learned from that

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implementation will be incorporated into the Plan.   Finally, the Plan must also include a discussion of the county impacts of implementing VoteCal and methods of mitigating the issues arising from that implementation.

This Plan is subject to SOS approval, and shall be implemented and updated as required throughout the life of the project.

Deliverable I.9 – VoteCal Requirements Traceability Matrix and Gap Analysis Plan

Contractor shall develop a VoteCal Requirements Traceability Matrix and Gap Analysis Plan that sets forth how the Requirements Traceability Matrix (Deliverable 2.6) will be developed, updated and used to track requirements, programming, and test scenarios during all phases of the project. The Plan must set forth how the Gap Analysis will be conducted and incorporated into the Matrix along with how the Matrix will allow for linking test scenarios during the Acceptance phase.

Contractor shall provide the Requirements Traceability Matrix and Gap Analysis Plan within thirty (30) calendar days of contract award for review and approval by SOS. This Plan is subject to SOS approval, and shall be implemented and updated as required during the life of the project.

Deliverable I.10 – VoteCal System Project Kick-Off Meeting

Contractor shall assist the VoteCal Project Manager and project team in planning, development of materials for, and participation in one or more project Kick-Off meetings. This meeting or meetings will be held with different interested parties, which could include SOS Management and staff, County representatives, County EMS vendors, and other State Agencies.

Deliverable I.11 - Ongoing Project Tasks

Contractor shall perform all tasks, processes, and activities required in Phase 0.

Deliverable I.12 –Final Report for Phase I

Contractor shall submit a report indicating that all phase activity is complete, and including the status of deliverables and outstanding issues.

PHASE II – DESIGN

Deliverable II.1 – VoteCal System Requirements Specification

Contractor shall develop a Systems Requirements Specification, in accordance with the approved DED, Project Plan, and Project Schedule for the VoteCal System, database and interfaces with county EMS systems and external agencies. At a minimum, the deliverable must include the following:

- Executive summary of the document's content;
- Description of the general architectural design for VoteCal;
- General interface specifications for integration with DMV, CDCR, SSA, and DHS;
- Description of the database
- Description of processing functions;
- How platform products will be integrated into the solution;
- Tools to be used (e.g. programs, tools);
- Configuration and modification;
- Environment specifications; and
- Tools to manage the VoteCal solution.

Deliverable II.2 – VoteCal System Functional Specification

> Contractor shall develop a VoteCal System Functional Specification Document in accordance with the approved DED, Project Plan and Project Schedule. Contractor shall document specifications for the user application interfaces, business processing logic, data flows, and processes.

Deliverable II.3 – VoteCal System Detailed System Design Specifications

> Contractor shall provide a VoteCal System Detailed System Design, in accordance with the approved DED for this deliverable, that provides a detailed description of the VoteCal System requirements. This document shall include references to other VoteCal deliverables as necessary to avoid duplication of information. At a minimum, the deliverable must include the following:

- An executive summary of the document's content;
- Identification and description of each VoteCal component to include:
  - Hardware platform, manufacturer and model
  - Software operating system
  - Commercial software applications
  - Language or technology of custom software
  - Interfaces to other VoteCal system components
- A description and specification of each external VoteCal interface including identification of the interfacing component and data transport technology;
- A description of how each data element defined in the VoteCal system requirement is stored and maintained, including relevant data characteristics and constraints;
- Data Model and Data Dictionary specifications;
- Programming standards and specifications;
- A description of how each process or action and transaction defined in the VoteCal System requirements will be implemented, including the role of each component and identification of any constraints; and
- A description of how each business process defined in the VoteCal System requirements is implemented, including the sequence and timing of actions and transactions and logical outcomes.

Deliverable II.4 - VoteCal System Standard Report Specifications

> Contractor shall develop standard VoteCal report specifications, in accordance with the approved DED for this deliverable, for standard reports with various sorting, summary and filter options described in RFP Section VI.

Deliverable II.5 – VoteCal System County EMS System Integration and Data Exchange
                    Specifications Document

Contractor shall develop the county EMS interface and data specifications, in accordance with the approved DED for this deliverable, including system configuration and modification specifications and data standards so that the independent counties and their vendors can make the required modifications to their election management systems for integration with the VoteCal System solution. This document shall address, at a minimum, data validation and synchronization, data elements and standards, transaction timing, business processes, security and network connectivity.

Deliverable II.6 – VoteCal System Detailed Requirements Traceability Matrix

> Contractor shall provide a Requirements Traceability Matrix in accordance with the approved DED for this deliverable, the Project Management Plan and the Schedule. Contractor shall

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organize and manage the itemized list of business and technical requirements for the VoteCal System, as defined in the Request for Proposal. Contractor shall then produce a "drill down" of the requirements as found in RFP Sections VI, Business and Technical Requirements, according to Contractor's plan for implementation of VoteCal.

Contractor must analyze and map all business and technical requirements, business rules, and detailed specification for the proposed system that they are providing to the actual RFP, Section VI requirements. All requirements must be traceable throughout all phases of the project including requirements, detailed design, programming, testing, and SOS acceptance testing. Contractor must conduct meetings with SOS staff to ensure adequate SOS participation in development of the Requirements Traceability Matrix. This Matrix must be updated at the end of each major Phase of the VoteCal Project to ensure traceability is maintained throughout the life of the project.

At a minimum, requirements must:
- Have a unique, traceable identifier or identification code assigned to each requirement;
- Be grouped into highest level of business, technical, and administrative categories;
- Be associated with an implementation or development task in which Contractor will fulfill the requirement;
- Identify any subordinate requirements, and their priority, that are dependent upon fulfillment of the requirement; and,
- Be prioritized within each phase according to the following:
  o High priority - the requirement must be fulfilled during the associated phase and the requirement has one or more high priority requirements dependent upon its fulfillment;
  o Medium priority - the requirement must be fulfilled during the associated phase and the requirement has one or more medium priority requirements dependent upon its fulfillment;
  o Low priority - the requirement could be fulfilled during the associated phase and the requirement has no high or medium priority requirements dependent upon its fulfillment.

Deliverable II.7– VoteCal System Technical Architecture Documentation

Contractor must provide technical architectural descriptions that communicate the logical, physical and implementation details of the entire VoteCal system to SOS. Contractor shall provide a Technical Architecture Document, in accordance with the approved DED for this deliverable that includes the following at a minimum:
- Executive Summary of the VoteCal System Technical Architecture;
- Description of technical environments;
- Logical Architecture;
- Physical Architecture;
- Implemented Architecture; and
- Hardware/Software list of all products to be provided.

Deliverable II.8 – VoteCal System Data Model and Data Dictionary

Contractor shall update the VoteCal System Data Model based on Functional and Design specifications and develop the Data Dictionary in accordance with the DED, Project Plan and Project Schedule.

Deliverable II.9 – VoteCal System Data Conversion and Data Integration Plan

Contractor shall develop the VoteCal System Data Conversion Plan (DCP) in accordance with the approved DED for this deliverable, the Project Management Plan and the Project Schedule. The plan must describe the sequence of steps in data conversion, including the integration of multiple records from different counties into a single record for each voter. Contractor's DCP must include the extent of data conversion and clean up in the legacy systems as well as a recommendation of how much county historic data to convert and import into the VoteCal system. The DCP should address the Contractor conversion strategy of "cut-over", "phased", or "parallel processing". Data conversion of the pilot counties must be addressed in addition to conversion of the remaining counties. The Plan must document the conversion process for each of the county Election Management Systems currently in use in the counties. Additionally, the DCP should cover the following aspects of data conversion, including voter record integration:

- Conversion scope;
- Conversion method, strategy, and environment;
- Conversion controls;
- Conversion/integration testing and certification tasks and testing scenarios to be complete in preparation for the conversion event;
- Conversion Team, positions, functions for which team members are responsible;
- Conversion process, schedules, tools, and interfaces that will be required to facilitate completion of the conversion effort;
- Conversion reporting;
- Conversion reconciliation;
- Conversion reversal;
- Conversion preparation;
- Data clean-up activities;
- Data "freeze" schedule;
- File and database names and descriptions;
- File structures;
- Data conversion rules and conversion validation rules;
- Accessing methods;
- Devices and types to be used for conversion;
- Dependencies;
- SOS Conversion acceptance criteria;
- Step by step conversion procedures;
- Record matching criteria, processes and validation for integration of voter registration data into a single record for each voter;
- Process for identification, review and resolution of false matches for voter data integration;
- Automated and manual procedures (e.g., conversion programs and data entry procedures);
- Conversion verification procedures and activities required for system testing;
- Parallel file maintenance procedures and controls;
- Special conversion training, such as conversion data entry, file balancing and control;
- The number and type of support staff and required time frames;
- Testing and certification tasks and testing scenarios the Contractor will complete in preparation for the database conversion event including unit testing, integration testing, and full integration and system testing;
- Conversion timeline; and,
- Decommissioning of legacy systems and transition to the new applications.

The DCP must be finalized and approved by SOS thirty (30) days before starting conversion activities. A test data conversion must be performed and all data validated, accepted, and approved by SOS prior to the full conversion commencing in accordance with the Project Plan and Schedule.

Contractor shall prepare an environment for data conversion in accordance with the Project Schedule. Contractor shall use a test data set to run the complete data conversion program suite. SOS will validate the results prior to SOS's Project Manager approving the authorization to begin the data conversion effort.

This Plan is subject to SOS approval, and shall be implemented, and updated as required during the life of the project.

Deliverable II.10 – VoteCal System Training Plan

Contractor shall develop a Training Plan, in accordance with the approved DED for this deliverable, for training SOS program staff, VoteCal help desk staff, SOS technical system support staff and county users. The Training Plan shall describe Contractor's philosophy on user training, including method of training to be provided for each group, such as computer based training software, classroom lectures, and hands-on computer laboratory environment. Contractor shall describe the maximum class size by functional area and define the differences in training for executives, management, business staff, county users, and information technology staff. The Training Plan shall also address the "Train-the-Trainers" concept, which would allow SOS to conduct additional training using in-house resources. The Contractor's comprehensive Training Plan must also include the following components:

- Training scope;
- Training environment set-up and refresh procedures;
- Training data development;
- Training courses and prerequisites;
- Training schedule;
- Training curriculum;
- Evaluation of training effectiveness and appropriate modification of training curriculum based on the evaluation;
- Maintaining currency of curriculum and material as the VoteCal system is modified during development and after implementation;
- On-line training scenarios;
- Training the trainers; and,
- Training procedures.

Contractor must provide a fully functional VoteCal System Training Environment that is separate from the VoteCal System Development, Test and Production environments. Contractor must deliver a populated training database that does not contain confidential voter information. Database refresh process and procedures must be included.

This Plan is subject to SOS approval, and shall be implemented, and updated as required during the life of the project.

Deliverable II.11 - Ongoing Project Tasks

Contractor shall perform all tasks, processes, and activities required in Phase 0.

Deliverable II.12 – Final Report for Phase II

Contractor shall submit a report indicating that all phase activity is complete including status of deliverables and outstanding issues.

PHASE III – DEVELOPMENT

Deliverable III.1 – VoteCal System Technical Environments Certification Report

Contractor shall install, configure and test the VoteCal System hardware, operating system, database software and any other third-party application software products being provided as part of the VoteCal system.   The VoteCal technical environments must be implemented as specified in the Technical Architecture deliverable (II.7). Upon installation the Contractor shall provide VoteCal System Environment Certification Reports that indicate that Contractor has successfully performed installation, configuration and testing on the hardware, operating system, database software, all third-party application software products, and the required environments for the VoteCal System and that the environments are ready for use. Environments required for the VoteCal System are:

- VoteCal System Production Environment;
- VoteCal System Non-Production Development Environment;
- VoteCal System Training Environment;
- VoteCal System Training Development Environment;
- VoteCal System Parallel / Pilot Testing Environment;
- VoteCal System Testing Environment;
- Back-up VoteCal System Environment; and
- VoteCal System Pre-Production Staging Environment.

Deliverable III.2 – VoteCal System Test Plan

Contractor shall develop a detailed Test Plan, in accordance with the approved DED for this deliverable, and with the Project Management Plan and the Project Schedule.   This Plan must address all levels of hardware and software testing, including methodology, test procedures, test script development, testing training required for acceptance testing staff, test data development, acceptance criteria, roles and responsibilities for various testing activities, timing and logistics of testing activities, IT environment preparations, and other testing activities that are specific to the various tests.   Contractor shall provide training of SOS and County staff in preparation for VoteCal Acceptance Testing.

The testing components shall including the following types of system tests:

- System component functional testing;
- Interface testing;
- Regression testing;
- End-to-end testing;
- Stress and load testing; and
- Fail-over testing.

The Test Plan and Test Defect Log must be finalized and approved by SOS no later than fifteen (15) State working days prior to the commencement of testing activities. This Plan shall be implemented and updated as required during the life of the project.

Deliverable III.3 – Acceptance Test Plan for Certification of County EMS System Conversion and Compliance

Contractor shall develop a detailed system and integration Acceptance Test Plan to test the integration of each county Election Management System with the VoteCal System, in accordance with the approved DED, Project Plan and Project Schedule for this deliverable, and as specified by the VoteCal System Detailed Design. This plan shall include:

- What will be tested and the order of testing;
- Test scripts and description of test data to be used;
- Roles and responsibilities of the county, the county EMS vendor, SOS, and Contractor staff;
- Test preparation and test timing; and
- Validation of test results.

Prior to pilot testing with counties during a live election, the Contractor shall perform integration testing in a simulation of all business functions through an actual election cycle.

Bidders should assume a total of 1.5 million voter registration records for the pilot counties.

This Plan is subject to SOS approval, and shall be implemented, and updated as required during the life of the project.

Deliverable III.4 – VoteCal System Organizational Change Management Plan Updated

Contractor shall update the VoteCal System Organizational Change Management Plan, in accordance with the approved DED, Project Plan and Project Schedule for this deliverable, to address the specification, design and workflow elements identified during the Design phase of the project and provide detail on how the change in business processes will be managed with SOS and county users.

This Plan is subject to SOS approval, and shall be implemented and updated as required throughout the life of the project.

Deliverable III.5 – VoteCal System Implementation and Deployment Plan

Contractor shall produce a VoteCal System Implementation and Deployment Plan in accordance with the approved DED for this deliverable, the Project Management Plan and the Project Schedule, that details for SOS the transition from the legacy Calvoter system to the new VoteCal System solution. This Plan will address how the new solution will be deployed to SOS business users, county users, other stakeholders, and external users.   This Plan will include:

- How the business process transition will take place;
- How the new methods of doing business will be conveyed to the end user community, and the steps that will be taken to assess the SOS "workplace readiness" prior to the new solution going into production;
- Roles and responsibilities of the Contractor, SOS staff, county staff, and other stakeholders for the transition;
- Detailed schedule work breakdown for phases, activities, deliverables, milestones, quality assurance checkpoints, and the critical path;
- Date and timeframe for cutover including appropriate backup or contingency dates;
- Process for determining that the SOS, county, and the Contractor are ready for statewide cutover to the VoteCal system, including a Go-No Go checklist and success criteria for preceding with the cutover;

- County preparation activities required, including new processes for interacting with the VoteCal system; and
- Contingency and fallback plan should the transition fail.

This Plan is subject to SOS approval, and shall be implemented and updated as required throughout the life of the project.

Deliverable III.6 – VoteCal System Delivery of Source Code and Source Code Reviews

Contractor shall make available to SOS Project Manager (or designee) copies of source code developed or modified by the Contractor, in accordance with the Project Schedule after the code has passed review by Contractor's quality assurance process and successfully completed Unit Testing. If requested by SOS, the Contractor shall provide code walk-throughs on the Source Code on an ongoing basis throughout the life of the project. Contractor shall provide updated design documents that reflect changes to the system code during development and initial implementation.

Deliverable III.7 - Ongoing Project Tasks

Contractor shall perform all tasks, processes, and activities required in Phase 0.

Deliverable III.8 – Final Report for Phase III

Contractor shall submit a report indicating that all phase activity is complete including status of deliverables and outstanding issues.

PHASE IV – TESTING

Deliverable IV.1 – VoteCal System Pilot County Data Conversion Completion and Report

Contractor shall perform data conversion for those counties that have been chosen for the pilot and provide a VoteCal System Data Conversion Report that documents all defects identified during conversion and the conversion effort in accordance with the Project DED, Project Plan and Project Schedule. Contractor shall work with SOS to resolve all defects and validate the conversion. The Report will be discussed with SOS's Project Manager, Key Business and Technical Leads, and others that may be impacted by the system defects. SOS will have final authority on the resolution and/or mitigation strategy for each problem.   Contractor will iterate conversion testing until all errors have been resolved. Finally, the report should identify "lessons learned" from the pilot county conversion and how these should be addressed in future county conversions. At the completion of data conversion the report will be finalized.

This Plan is subject to SOS approval, and shall be implemented, and updated as required during the life of the project.

Deliverable IV.2 – VoteCal System Acceptance Test Completion, Results and Defect Resolution Report

Contractor shall oversee the SOS VoteCal Acceptance Testing (implementation of the VoteCal System Acceptance Test Plan) and provide a System Acceptance Test Results Defect Resolution Report documenting the system acceptance testing activities, test scripts, all test activities, the results of those activities, identified hardware or software issues, resolution actions taken, and the

current status of all outstanding test defects identified during testing. This document will be used
by the VoteCal IV&V team when they conduct their testing and will be confirmed that all identified
test defects have been resolved to the satisfaction of SOS.

The Acceptance Test shall include, but is not limited to, the following areas:

- System component functional testing;
- Interface testing;
- Regression testing;
- End-to-end testing;
- Stress and load testing; and
- Fail-over testing.

Deliverable IV.3 – VoteCal System Documentation

Contractor shall develop and deliver to SOS the updated VoteCal System solution documentation
to include:

- System Operations;
- System Technical Documentation;
- System Operational Recovery Procedures
- System End User's Documentation;
- Help Desk Documentation;
- System Technical Schematics;
- Updated General and Detailed System Design Documents to reflect the
  applications as implemented;
- Database schema and Data Dictionary;
- VoteCal System documentation;
- As-Built Documentation of all Configuration, Modification, and/or Programming;
- System Back-up and Recovery procedures; and
- System Maintenance Documentation.

Deliverable IV.4 - Ongoing Project Tasks

Contractor shall perform all tasks, processes, and activities required in Phase 0.

Deliverable IV.5 – Final Report for Phase IV

Contractor shall submit a report indicating that all phase activity is complete including status of
deliverables and outstanding issues.

PHASE V – PILOT DEPLOYMENT AND TESTING

Deliverable V.1 – VoteCal System Staff and IT Training Materials and Completed Training for the Pilot County Staff

Contractor shall update the training materials and training curricula for the VoteCal System
solution for SOS program staff, VoteCal help desk staff, SOS technical system support staff and
county users. Contractor will conduct initial training, as appropriate, to prepare the county
elections staff and SOS staff for pilot testing.

Training aids, manuals, quick reference guides and other training materials must be provided as
part of the solution, and must:

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- Reflect the solution as implemented;
- Provided for each student; and
- Be delivered to SOS in electronic format.

Deliverable V.2 – Conduct Pilot Testing through Live Election Cycle and Provide Pilot Results Report

Contractor must conduct pilot testing of the selected pilot counties through a live election cycle to appraise the data conversion, training, deployment and operation processes and procedures. The integrity of the existing CalVoter system and its data, which is the current official list of registered voters, must be maintained throughout the pilot election if that election is a federal election. Contractor shall complete a VoteCal System Pilot Results Report document that provides documentation on all findings, issues, recommendations, and results of the Pilot with the selected pilot counties. Contractor shall discuss this report with the VoteCal Project Manager and update the VoteCal Acceptance Test Plan as appropriate.

Deliverable V.3 - Updated System, Documentation and Training Materials

All deficiencies and defects will be resolved and iteration testing conducted upon the System. Contractor shall update and deliver to SOS updated VoteCal System and documentation that will change as a result of the pilot testing. This updated documentation could include the following, as appropriate:

- System Operations;
- System Technical Documentation;
- System Operational Recovery Procedures
- System End User's Documentation;
- Help Desk Documentation;
- System Technical Schematics;
- Updated General and Detailed System Design Documents to reflect the applications as implemented;
- Database schema and Data Dictionary;
- VoteCal System documentation;
- As-Built Documentation of all Configuration, Modification, and/or Programming;
- System Back-up and Recovery procedures; and
- System Maintenance Documentation.

Deliverable V.4 - Revised/Updated System Deployment Plan

Contractor must update the VoteCal System Implementation and Deployment Plan that was produced in Deliverable III.5 to address the findings and results of the pilot testing.

Deliverable V.5 - Ongoing Project Tasks

Contractor shall perform all tasks, processes, and activities required in Phase 0.

Deliverable V.6 – Final Report for Phase V

Contractor shall submit a report indicating that all phase activity is complete including status of deliverables and outstanding issues.

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PHASE VI – DEPLOYMENT AND CUTOVER

Deliverable VI.1 – VoteCal System County Elections Staff Training Completed

Contractor shall conduct training of the VoteCal System county users in accordance with the Implementation Plan, approved Training Plan and Project Schedule. Contractor shall, at the conclusion of the training, provide a list of the county staff trained in each county in preparation for deployment of the VoteCal System.

Deliverable VI.2 - Updated Training of SOS Staff

Contractor will conduct any updated training necessary as a result of findings from pilot testing to prepare the SOS staff, including technical, help desk and business training, for full deployment and production operation.

Deliverable VI.3 – VoteCal System Level 1 Help Desk Policies and Procedures

Contractor must provide detailed written desktop procedures, policies, and full documentation for the VoteCal solution, and provide the SOS staff assigned to support the Level 1 Help Desk with full training to support the VoteCal system.

Deliverable VI.4 – VoteCal System Remaining County Data Conversion Completed and Tested for compliance and successful integration

Contractor shall complete data clean up and uploading of all EMS data for counties not included in the pilot testing in accordance with the Data Conversion Plan.   This must include full integration of all county registration data into a single statewide record for each registered voter.

Deliverable VI.5 – VoteCal System Final Deployment Report

Contractor shall conduct deployment of the VoteCal System in accordance with the Implementation Plan and Project Schedule. Contractor shall, at the conclusion of the deployment when all counties have been implemented, submit a VoteCal Deployment Report indicating that all deployment activities have been completed including status of all outstanding deliverables, outstanding deployment issues, and the project's progress toward supporting the strategic goals of the project.

Deliverable VI.6 - Ongoing Project Tasks

Contractor shall perform all tasks, processes, and activities required in Phase 0.

Deliverable VI.7 – Final Report for Phase VI

Contractor shall submit a report indicating that all phase activity is complete including status of deliverables and outstanding issues.

PHASE VII– FIRST YEAR OPERATIONS AND CLOSEOUT

Levels of service are defined in Exhibits 5 and 6.

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Deliverable VII.1 – Provide Monthly Operations and Performance Reports

Contractor shall provide SOS with full VoteCal solution maintenance and technical support services. Contractor must provide the following during this phase on a continuing basis:

- Support the VoteCal System Help Desk;
- Provide Help Desk reports (e.g. number of calls received, types of calls, time to resolution, outstanding calls/issues);
- Monitor VoteCal system performance;
- Track reports of system errors, problems, and issues;
- Provide and manage an Issue log;
- Provide a change log of all outstanding and resolved changes; and
- Provide an escalation process by which all reported problems can be managed until resolved

Deliverable VII.2 – VoteCal System Final Documentation

Contractor shall develop and deliver to SOS updated VoteCal System solution documentation in both hard copy and electronic format at the conclusion of the first year of operation. The documentation should reflect the system as implemented at the end of this phase and should include:

- System Operations;
- System Technical Documentation;
- System End User's Documentation;
- Help Desk Documentation;
- System Technical Schematics;
- Updated General and Detailed System Design Documents to reflect the applications as implemented;
- Data Dictionary;
- VoteCal System documentation;
- As-Built Documentation of all Configuration, Modification, and/or Programming;
- System Back-up and Recovery procedures; and
- System Maintenance Documentation.

NOTE: The contractor will not be eligible to renew for ongoing maintenance and operation beyond the first year until this deliverable has been completed and accepted by SOS.

Deliverable VII.3 – Final SOS System Acceptance Sign-Off

Contractor shall present results of final system acceptance to VoteCal Project Manager, and VoteCal Steering Committee for acceptance in accordance with the Project Plan and Schedule. Acceptance requires resolution of SOS concerns and agreement concerning resolution. The SOS Project Executives, upon recommendation of the VoteCal Project Director, and VoteCal Steering Committee will make final acceptance.

Deliverable VII.4 - Ongoing Project Tasks

Contractor shall perform all tasks, processes, and activities required in Phase 0.

Deliverable VII.5 – Complete Contract Implementation Close-Out

Contractor shall submit a report indicating that all closeout tasks are complete including status of deliverables and outstanding issues.

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EXHIBIT 3 VOTECAL EMS DEVELOPMENT AND PILOT IMPLEMENTATION - TASKS AND DELIVERABLES

The VoteCal EMS option might be exercised any time during the term of the contract.   The SOS is under no obligation to purchase the VoteCal EMS.   The SOS will make a determination as to whether or not to implement the optional VoteCal EMS, if proposed by the Contractor, at the time the contract is actually awarded and executed.   If the SOS exercises the VoteCal EMS option, the VoteCal EMS may be developed and implemented concurrent with the VoteCal System, or subsequently as a later phase, based on mutual agreement between the SOS and the Contractor.

At the start of the Project to develop and implement the VoteCal EMS, SOS will identify a maximum of two counties, representing no more than 250,000 total registered voters, to serve as the pilot counties under this Statement of Work.

This VoteCal EMS Statement of Work (Exhibit 3) is applicable only if the SOS exercises the option to purchase the VoteCal EMS.

The numbering of these tasks does not indicate the order in which the tasks must be worked within the phase. They are numbered to segregate the deliverables into groups. Performance of tasks can overlap. The Project Management Plan (PMP) agreed to with SOS will determine the exact time these deliverables will be due based on the approved project schedule. Acceptance criteria, SOS review period, standards, and detailed content will be determined jointly during the development of each Deliverable Expectation Document (DED). The following table is a list of the Statement of Work Tasks and Deliverables, which are discussed in detail following this list.

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INTRODUCTION

SOS has identified the Phases for the VoteCal EMS Project to include the following:
- Project Initiation and Planning;
- Design;
- Development;
- Testing;
- Pilot Deployment and Testing
- 1st Year of Operations; and Closeout

Each of these Phases will require development of specific deliverables along with ongoing activities the Contractor will be required to conduct or participate in.

STANDARDS

The Contractor will comply with the following standards as designated by SOS and specified in the DED for each individual deliverable:
- The Contractor shall follow project management industry standards (i.e. PMI, PMBOK);
- The State Information Management Manual Project Oversight Framework; and
- IEEE.

In addition to the SOS, both the IV&V and IPOC Contractors who use the above standards in their reviews will review the Contractor deliverables. This review process is mandatory for the VoteCal EMS Project. The findings of these reviews will be discussed with the SOS Project Director, Project Team and the Contractor. The SOS Project Director will make the final determination as to which of these findings will have to be corrected by the Contractor.

PAYMENT MILESTONES

This SOW identifies six phases for the general VoteCal EMS development and implementation project. There are payment milestones at the end of each of these phases. The amount of payment for the completion of each phase is a fixed percentage of the total VoteCal EMS general implementation cost. Payment for attaining a payment milestone will only be made when all the deliverables associated with that phase has been successfully completed with written acceptance from SOS. To obtain payment for a completed phase, the Contractor must submit an invoice for that phase, together with the signed acceptance letter for each deliverable associated with the phase and completed HAVA Activity Sheets for that phase.

If contracted by the SOS, the Contractor's Maintenance and Operation period and/or five-year software support for the VoteCal EMS application will commence at the end of Phase VI (1st Year of Operation.)

At the onset of the VoteCal EMS project, SOS will identify one or more target counties for the pilot implementation of the centralized VoteCal EMS. In addition to payment for the general implementation of the VoteCal EMS, Contractor will receive payment for implementation with the pilot county(s) according to the tiered pricing schedule set forth in *VoteCal EMS Cost Table VII.11 – Per County Cost for VoteCal EMS Implementation*

If the SOS contracts for extended software support or maintenance and operation (M & O) of the VoteCal EMS, the Contractor will receive payment for the pilot county(s) after the first year of operation, according to the tiered schedule in the *VoteCal EMS Cost Table VII.14 – Optional Hardware Maintenance and Operations Support (M & O) Costs* and *VoteCal EMS Cost Table VII.15 – Optional EMS Application Software Support Costs*, commencing with year one.

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DELIVERABLE DEVELOPMENT

Deliverable Expectation Document (DED) Template

A DED will be required for each written project deliverable identified in this Statement of Work, which shall identify expected deliverable content, due date, acceptance criteria, reviewers, review time frames, standards for deliverable, process and frequency for maintaining and updating the deliverable. SOS shall provide a DED template, which must be followed in preparing each DED. The due dates for the DEDs will be driven by the PMP and schedule agreed upon by the SOS and the Contractor. Prior to the Contractor beginning work on a deliverable, the DED for that deliverable will be developed jointly by SOS and the Contractor. SOS must approve this DED.

PHASE 0 - ONGOING PROCESS TASKS AND DELIVERABLES

The Contractor is required to perform all Phase 0 processes, tasks, and deliverables throughout the VoteCal EMS Project. For purposes of this Statement of Work, these are referred to in each Phase description as "Phase 0 On-Going Process Tasks".

Deliverable 0.1 – Project Control and Status Reporting

Contractor's Project Executive and Contractor Project Manager shall conduct monthly Project Management Reviews (PMR) to present the current and cumulative project status information related to open and on-going issues and risks in accordance with the Project Plan and Schedule. These reviews will be held with the VoteCal Project Management Team first and then separately with the SOS IPOC and IV&V Contractor.

Additional meetings the Contractor will be required to attend shall include, but are not limited to:
- Daily informal meetings between SOS Project Manager, Contractor Project Manager, and/or their designees; and
- Weekly Management meetings between SOS and Contractor Project Manager.

Deliverable 0.2 – Maintain and Update Project Plans (as appropriate)

Contractor shall maintain and update all approved Project Plans as required by events or at prescribed intervals during the life of the project. The Project Management Plan must be updated weekly at a minimum. Other plan updates will be determined at the time the DED for the Plan is developed.

This deliverable will be required through all phases of the VoteCal EMS Project.

Deliverable 0.3 – Weekly Project Management Reports and Attend Weekly Project Meetings

Contractor shall provide to the VoteCal Project Manager a written weekly summary of activities and project status information related to open and on-going issues. The Contractor's Project Manager will attend weekly project status meetings in person to discuss weekly activities, issues, risks, and project progress.

This deliverable will be required through all phases of the VoteCal EMS Project.

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Deliverable 0.4 – Attend Project Meetings with Key Business Users, County Users, County EMS Vendors, Other State Agencies, and SOS Management as Required

Contractor's Project Manager or designated team member shall be available as required by the VoteCal Project Manager to attend Steering Committee Meetings, County User Meetings, SOS Executive Meetings, and meetings with other State Agencies related to the project. This activity will be required through all phases of the VoteCal EMS Project.

At the monthly VoteCal Steering Committee Meeting, the contractor's project manager must be prepared to provide: a summary of contractor activities; accomplishments to date; an explanation for any tasks that are delayed and how the schedule delays will be recouped; and recommendations for issue resolution and risk mitigation.

Deliverable 0.5 – On-Going Issues Management and Risk Tracking

Contractor shall perform VoteCal EMS Issue and Risk Tracking in a format acceptable to SOS's Project Manager, or designee. Contractor shall track the current and cumulative project status information related to open and ongoing issues and risks. Contractor's ongoing Issue and Risk Reports will be part of the Weekly Status Meetings and written Monthly Project Status Reports. Contractor shall conduct bi-weekly Issue and Risk Management meetings with the Project Team. Contractor will report on management, business, and technical issues. Contractor shall present this report at each status meeting using a format that includes:
- Identification of project issues and potential risks;
- Management of technical issues or risks;
- Status of the issues and risks, (i.e., open, pending, under investigation or resolved);
- Appropriate tracking dates;
- Person and organization responsible for resolution; and,
- Contractor's recommendations for resolving issues or risks.

This deliverable will be required through all phases of the VoteCal EMS Project.

Deliverable 0.6 – Written Monthly Project Status Reports

Contractor will develop a template to be used for the duration of the project for VoteCal EMS Monthly Project Status Reporting. Contractor's Project Manager shall prepare a written Monthly Project Status Report (MPSR) summarizing progress against approved milestones. Contractor shall include issue and risk status in their monthly reports. This report must cover all activities for the preceding month including, when applicable, the system's performance against all service levels specified in the RFP. Contractor's Project Manager shall be required to attend meetings on SOS premises to present the monthly reports. The first monthly report is due to SOS's Project Manager (or designee) on the tenth of the month following the end of the previous month. Period of the report is the previous calendar month. This deliverable will be required through all phases of the VoteCal EMS Project.

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Deliverable 0.7 –Weekly Change Control Meetings

Contractor shall conduct bi-weekly Project Change Control Meetings in accordance with the approved Change Control Plan. This deliverable will be required through all phases of the VoteCal EMS project.

PHASE I - PROJECT INITIATION AND PLANNING

Deliverable I.1 – VoteCal EMS Project Management Plan and Schedule

Contractor shall provide the Project Management Plan (PMP) within thirty (30) calendar days of contract award for review and approval by SOS.   Content should include, at a minimum, the following components:

- Project Overview;
- Project Work Breakdown Structure;
- Project Schedule;
- Management Objectives and Priorities;
- Roles and Responsibilities;
- Project Assumptions, Dependencies, and Constraints;
- Procedures for Reviewing and Updating the PMP;
- Project Deliverables and Milestones;
- References, Definitions, and Acronyms; and
- Project Schedule Management Plan including resource updates, tracking of resource activities, tracking of milestone progress and reporting, critical path monitoring, schedule issues, status reporting based on work breakdown structure, and contingency activities.

Deliverable I.2 – Communications Plan

Contractor shall develop a plan that defines SOS project team, stakeholder, and county communications internal and external to SOS in accordance with the Project Plan, the Project Schedule and the DED developed and approved at the initiation of the project. The strategy shall define any media, events and channels needed to achieve communication objectives, including stakeholder meetings, VoteCal Steering Committee, Working Groups, etc. Contractor shall design necessary information for distribution to SOS staff or posting on the internal project website or external public website, end users, and the public (applicants) to announce the implementation of VoteCal EMS and channels to contact. SOS must review and approve all such materials.

Contractor shall provide the Communication Plan within thirty (30) calendar days of contract award for review and approval by SOS. This Plan shall be implemented and updated as required during the life of the project.

Deliverable I.3 – Quality Assurance Plan

Contractor must deliver and implement a Quality Assurance (QA) Plan in accordance with the Project Plan, the Project Schedule and the DED developed and approved at the initiation of the project, which includes a complete description of their QA process, methodology, and standards to be applied.

Contractor shall provide the Quality Assurance Plan within thirty (30) calendar days of contract award for review and approval by SOS. This Plan and shall be implemented and updated as required during the life of the project.

Deliverable I.4 – VoteCal EMS Software Version Control and System Configuration Management Plan

The Contractor shall develop and implement a Software Version Control and System Configuration Management Plan in accordance with the DED developed and approved at the initiation of the project. As part of this plan the Contractor shall develop a Document Management Plan component addressing how project documents and deliverables will be controlled and how their deliverables will be tracked with respect to versioning, including method and tools (if appropriate). The Contractor shall also develop a Release Management component of the Configuration Management Plan for managing all releases of the VoteCal EMS solution, including methods of migration through the various environments of the VoteCal System, tools to be used, scheduling and timing of releases, etc.

Contractor shall provide the Software Version Control and System Configuration Plan within thirty (30) calendar days of contract award for review and approval by SOS. This Plan shall be implemented, and updated as required during the life of the project.

Deliverable I.5 – VoteCal EMS Issue Management Plan

The Contractor shall develop an Issue Management Plan in accordance with the approved DED for this deliverable. The Issue Management Plan will include, at a minimum a discussion of how issues will be tracked, discussed, assigned and resolved, and it must identify responsible parties. This Issue Management Plan will be used and updated at prescribed frequencies for identification and resolution of potential and current project issues throughout the life of the Project. This Plan must include a discussion of the issue management philosophy related to Issue Management, and the tools to be used.

Contractor shall provide the Issue Management Plan within twenty (20) calendar days of contract award for review and approval by SOS. This Plan shall be implemented and updated as required during the life of the project.

Deliverable I.6 – VoteCal EMS Change Control Plan

The Contractor shall develop a Change Control Plan in accordance with the approved DED for this deliverable. The Change Control Plan will include at a minimum a discussion of how project changes will be planned, discussed and managed, and will identify responsible parties. This Change Control Plan will be followed to identify and resolve potential and actual project changes throughout the life of the Project.

This Plan is subject to SOS approval, and shall be implemented, and updated as required during the life of the project.

Deliverable I.7 – VoteCal EMS Risk Management Plan

The Contractor shall develop a Risk Management Plan in accordance with the approved DED. The Risk Management Plan will include at a minimum a discussion of how this will be used and updated to identify and resolve potential and actual project risks. This Risk Plan must include a discussion of the Contractor's philosophy related to Risk Management and tools to be used, how risks will be tracked, mitigated, and updated.

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Contractor shall provide the Risk Management Plan within thirty (30) calendar days of contract award for review and approval by SOS. This Plan shall be implemented and updated as required during the life of the project.

Deliverable I.8 – VoteCal EMS Organizational Change Management Plan

Contractor shall develop a VoteCal EMS Organizational Change Management Plan (OCMP), in accordance with the approved DED for this deliverable. The OCMP will address the anticipated business process changes that will be required with the implementation of the VoteCal EMS, both for the SOS and for county users and how they will be managed to maximize buy-in, minimize disruption in business processes and ensure project success. This plan must include a discussion of the change management strategy and address an assessment of workplace readiness for implementation of the solution. The Organizational Change Management Plan should also address the pilot implementation and how the lessons learned from that implementation will be incorporated into the Plan. Finally, the Plan must also include a discussion of the county impacts of implementing the VoteCal EMS and methods of mitigating the issues arising from that implementation.

This Plan is subject to SOS approval, and shall be implemented and updated as required throughout the life of the project.

Deliverable I.9 – VoteCal Requirements Traceability Matrix and Gap Analysis Plan

Contractor shall develop a VoteCal EMS Requirements Traceability Matrix and Gap Analysis plan that sets forth how the Requirements Traceability Matrix (Deliverable II.5) will be developed, updated and used to track requirements, programming, and test scenarios during all phases of the project. The Plan must set forth how the Gap Analysis will be conducted and incorporated into the Matrix along with how the Matrix will allow for linking test scenarios during the Acceptance phase.

Deliverable I.10 – VoteCal EMS Project Kick-Off Meeting

Contractor shall assist the VoteCal Project Manager and project team in planning, development of materials for, and participation in one or more project Kick-Off meetings. This meeting or meetings will be held with different interested parties, which could include SOS Management and staff, County representatives, County EMS vendors, and other State Agencies.

Deliverable I.11 - Ongoing Project Tasks

Contractor shall perform all tasks, processes, and activities required in Phase 0.

Deliverable I.12 –Final Report for Phase I

Contractor shall submit a report indicating that all phase activity is complete, and including the status of deliverables and outstanding issues.

PHASE II – DESIGN

Deliverable II.1 – VoteCal EMS System Requirements Specification

Contractor shall develop a Systems Requirements Specification, in accordance with the approved DED, Project Plan, and Project Schedule for the VoteCal EMS, database and interfaces with external agencies. At a minimum, the deliverable must include the following:

- Executive summary of the document's content;

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- Description of the general architectural design for VoteCal EMS;
- Description of the database
- Description of processing functions;
- How platform products will be integrated into the solution;
- Tools to be used (e.g. programs, tools);
- Configuration and modification;
- Environment specifications; and
- Tools to manage the VoteCal EMS solution.

Deliverable II.2 – VoteCal EMS Functional Specification

Contractor shall develop a VoteCal EMS Functional Specification Document in accordance with the approved DED, Project Plan and Project Schedule. Contractor shall document specifications for the user application interfaces, business processing logic, data flows, and processes.

Deliverable II.3 – VoteCal EMS Detailed System Design Specifications

Contractor shall provide a VoteCal EMS Detailed System Design, in accordance with the approved DED for this deliverable, that provides a detailed description of the VoteCal EMS requirements. This document shall include references to other VoteCal EMS deliverables as necessary to avoid duplication of information. At a minimum, the deliverable must include the following:

- An executive summary of the document's content;
- Identification and description of each VoteCal EMS component to include:
  - o Hardware platform, manufacturer and model
  - o Software operating system
  - o Commercial software applications
  - o Language or technology of custom software
  - o Interfaces to other VoteCal system components
- A description and specification of each external VoteCal EMS interface including identification of the interfacing component and data transport technology;
- A description of how each data element defined in the VoteCal EMS system requirement is stored and maintained, including relevant data characteristics and constraints;
- Data Model and Data Dictionary specifications;
- Programming standards and specifications;
- A description of how each process or action and transaction defined in the VoteCal EMS requirements will be implemented, including the role of each component and identification of any constraints; and
- A description of how each business process defined in the VoteCal EMS requirements is implemented, including the sequence and timing of actions and transactions and logical outcomes.

Deliverable II.4 - VoteCal EMS Standard Report Specifications

Contractor shall develop standard VoteCal EMS report specifications, in accordance with the approved DED for this deliverable, for standard reports with various sorting, summary and filter options described in RFP Section VI.

Deliverable II.5– VoteCal EMS Detailed Requirements Traceability Matrix

Contractor shall provide a Requirements Traceability Matrix in accordance with the approved DED for this deliverable, the Project Management Plan and the Schedule. Contractor shall

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organize and manage the itemized list of business and technical requirements for the VoteCal EMS, as defined in the Request for Proposal. Contractor shall then produce a "drill down" of the requirements as found in RFP Sections VI, Business and Technical Requirements, according to Contractor's plan for implementation of VoteCal EMS.

Contractor must analyze and map all business and technical requirements, business rules, and detailed specification for the proposed system that they are providing to the actual RFP, Section VI requirements. All requirements must be traceable throughout all phases of the project including requirements, detailed design, programming, testing, and SOS acceptance testing. Contractor must conduct meetings with SOS staff to ensure adequate SOS participation in development of the Requirements Traceability Matrix. This Matrix must be updated at the end of each major Phase of the VoteCal EMS Project to ensure traceability is maintained throughout the life of the project.

At a minimum, requirements must:
- Have a unique, traceable identifier or identification code assigned to each requirement;
- Be grouped into highest level of business, technical, and administrative categories;
- Be associated with an implementation or development task in which Contractor will fulfill the requirement;
- Identify any subordinate requirements, and their priority, that are dependent upon fulfillment of the requirement; and,
- Be prioritized within each phase according to the following:
  - High priority - the requirement must be fulfilled during the associated phase and the requirement has one or more high priority requirements dependent upon its fulfillment;
  - Medium priority - the requirement must be fulfilled during the associated phase and the requirement has one or more medium priority requirements dependent upon its fulfillment;
  - Low priority - the requirement could be fulfilled during the associated phase and the requirement has no high or medium priority requirements dependent upon its fulfillment.

Deliverable II.6– VoteCal EMS Technical Architecture Documentation
Contractor must provide technical architectural descriptions that communicate the logical, physical and implementation details of the VoteCal EMS system to SOS. Contractor shall provide a Technical Architecture Document, in accordance with the approved DED for this deliverable that includes the following at a minimum:

- Executive Summary of the VoteCal EMS Technical Architecture;
- Description of technical environments;
- Logical Architecture;
- Physical Architecture;
- Implemented Architecture; and
- Hardware/Software list of all products to be provided

Deliverable II.7 – VoteCal EMS Data Model and Data Dictionary
Contractor shall update the VoteCal EMS Data Model based on Functional and Design specifications and develop the Data Dictionary in accordance with the DED, Project Plan and Project Schedule.

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Deliverable II.8 – VoteCal EMS Data Conversion and Data Integration Plan

Contractor shall develop the VoteCal EMS Data Conversion Plan (DCP) in accordance with the approved DED for this deliverable, the Project Management Plan and the Project Schedule. The plan must describe the sequence of steps in data conversion, including the integration of multiple records from different counties into a single record for each voter. Contractor's DCP must include the extent of data conversion and clean up in the legacy systems of those counties moving to the VoteCal EMS as well as a recommendation of how much county historic data to convert and import into the VoteCal system. The DCP should address the Contractor conversion strategy of "cut-over", "phased", or "parallel processing". Data conversion of the pilot counties must be addressed in addition to conversion of the remaining counties. The Plan must document the conversion process for each of the counties moving to the VoteCal EMS system. Additionally, the DCP should cover the following aspects of data conversion, including voter record integration:

- Conversion scope;
- Conversion method, strategy, and environment;
- Conversion controls;
- Conversion/integration testing and certification tasks and testing scenarios to be complete in preparation for the conversion event;
- Conversion Team, positions, functions for which team members are responsible;
- Conversion process, schedules, tools, and interfaces that will be required to facilitate completion of the conversion effort;
- Conversion reporting;
- Conversion reconciliation;
- Conversion reversal;
- Conversion preparation;
- Data clean-up activities;
- Data "freeze" schedule;
- File and database names and descriptions;
- File structures;
- Data conversion rules and conversion validation rules;
- Accessing methods;
- Devices and types to be used for conversion;
- Dependencies;
- SOS Conversion acceptance criteria;
- Step by step conversion procedures;
- Record matching criteria, processes and validation for integration of voter registration data into a single record for each voter;
- Process for identification, review and resolution of false matches for voter data integration;
- Automated and manual procedures (e.g., conversion programs and data entry procedures);
- Conversion verification procedures and activities required for system testing;
- Parallel file maintenance procedures and controls;
- Special conversion training, such as conversion data entry, file balancing and control;
- The number and type of support staff and required time frames;
- Testing and certification tasks and testing scenarios the Contractor will complete in preparation for the database conversion event including unit testing, integration testing, and full integration and system testing;
- Conversion timeline; and,
- Decommissioning of legacy systems and transition to the new applications.

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The DCP must be finalized and approved by SOS thirty 30) days before starting conversion activities. A test data conversion must be performed and all data validated, accepted, and approved by SOS prior to the full conversion commencing in accordance with the Project Plan and Schedule.

Contractor shall prepare an environment for data conversion in accordance with the Project Schedule. Contractor shall use a test data set to run the complete data conversion program suite. SOS will validate the results prior to SOS's Project Manager approving the authorization to begin the data conversion effort.

This Plan is subject to SOS approval, and shall be implemented, and updated as required during the life of the project.

Deliverable II.9 – VoteCal EMS Training Plan

Contractor shall develop a Training Plan, in accordance with the approved DED for this deliverable, for training SOS program staff, VoteCal help desk staff, SOS technical system support staff and county users. The Training Plan shall describe Contractor's philosophy on user training, including method of training to be provided for each group, such as computer based training software, classroom lectures, and hands-on computer laboratory environment. Contractor shall describe the maximum class size by functional area and define the differences in training for executives, management, business staff, county users, and information technology staff. The Training Plan shall also address the "Train-the-Trainers" concept, which would allow SOS to conduct additional training using in-house resources. The Contractor's comprehensive Training Plan must also include the following components:

- Training scope;
- Training environment set-up and refresh procedures;
- Training data development;
- Training courses and prerequisites;
- Training schedule;
- Training curriculum;
- Evaluation of training effectiveness and appropriate modification of training curriculum based on the evaluation;
- Maintaining currency of curriculum and material as the VoteCal EMS is modified during development and after implementation;
- On-line training scenarios;
- Training the trainers; and,
- Training procedures.

Contractor must provide a fully functional VoteCal EMS Training Environment that is separate from the VoteCal EMS Development, Test and Production environments. Contractor must deliver a populated training database that does not contain confidential voter information. Database refresh process and procedures must be included.

This Plan is subject to SOS approval, and shall be implemented, and updated as required during the life of the project.

Deliverable II.10 - Ongoing Project Tasks

Contractor shall perform all tasks, processes, and activities required in Phase 0.

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Deliverable II.11 – Final Report for Phase II

Contractor shall submit a report indicating that all phase activity is complete including status of deliverables and outstanding issues.

PHASE III – DEVELOPMENT

Deliverable III.1 – VoteCal EMS Technical Environments Certification Report

Contractor shall install, configure and test any additional hardware, operating system, database software and third-party application software products needed for the VoteCal EMS system.   The VoteCal technical environments must be implemented as specified in the Technical Architecture deliverable (II.6).   Upon installation the Contractor shall provide VoteCal EMS Environment Certification Reports that indicate that Contractor has successfully performed installation, configuration and testing on the hardware, operating system, database software, all third-party application software products, and the required environments for the VoteCal System and that the environments are ready for use. Additional environments required for the VoteCal EMS are:

- VoteCal EMS Production Environment;
- VoteCal EMS Non-Production Development Environment;
- VoteCal EMS Training Environment;
- VoteCal EMS Training Development Environment;
- VoteCal EMS Parallel / Pilot Testing Environment;
- VoteCal EMS Testing Environment;
- Back-up VoteCal EMS Environment; and
- VoteCal EMS Pre-Production Staging Environment.

Deliverable III.2 – VoteCal EMS Test Plan

Contractor shall develop a detailed Test Plan, in accordance with the approved DED for this deliverable, and with the Project Management Plan and the Project Schedule.   This Plan must address all levels of hardware and software testing, including methodology, test procedures, test script development, testing training required for acceptance testing staff, test data development, acceptance criteria, roles and responsibilities for various testing activities, timing and logistics of testing activities, IT environment preparations, and other testing activities that are specific to the various tests.   Contractor shall provide training of SOS and County staff in preparation for VoteCal EMS Acceptance Testing.   The acceptance testing components shall including the following types of system tests:

- System component functional testing;
- Interface testing;
- Regression testing;
- End-to-end testing;
- Stress and load testing; and
- Fail-over testing.

The Test Plan and Test Defect Log must be finalized and approved by SOS no later than fifteen (15) State working days prior to the commencement of testing activities. This Plan shall be implemented and updated as required during the life of the project.

Deliverable III.4 – VoteCal EMS Organizational Change Management Plan Updated

Contractor shall update the VoteCal EMS Organizational Change Management Plan, in accordance with the approved DED, Project Plan and Project Schedule for this deliverable, to address the specification, design and workflow elements identified during the Design phase of the project and provide detail on how the change in business processes will be managed with SOS and county users.

This Plan is subject to SOS approval, and shall be implemented and updated as required throughout the life of the project.

Deliverable III.5 – VoteCal EMS Implementation and Deployment Plan

Contractor shall produce a VoteCal EMS Implementation and Deployment Plan in accordance with the approved DED for this deliverable, the Project Management Plan and the Project Schedule, that details for SOS the transition from the County EMS system to the new VoteCal EMS solution. This Plan will address how the new solution will be deployed to SOS business users, county users, other stakeholders, and external users. This Plan will include:

- How the business process transition will take place;
- How the new methods of doing business will be conveyed to the end user community, and the steps that will be taken to assess the SOS "workplace readiness" prior to the new solution going into production;
- Roles and responsibilities of the Contractor, SOS staff, county staff, and other stakeholders for the transition;
- Detailed schedule work breakdown for phases, activities, deliverables, milestones, quality assurance checkpoints, and the critical path;
- Date and timeframe for cutover including appropriate backup or contingency dates;
- Process for determining that the SOS, county, and the Contractor are ready for statewide cutover to the VoteCal EMS system, including a Go-No Go checklist and success criteria for preceding with the cutover;
- County preparation activities required, including new processes for interacting with the VoteCal EMS system; and
- Contingency and fallback plan should the transition fail.

This Plan is subject to SOS approval, and shall be implemented and updated as required throughout the life of the project.

Deliverable III.6 – VoteCal EMS Delivery of Source Code and Source Code Reviews

Contractor shall make available to SOS Project Manager (or designee) copies of source code developed or modified by the Contractor, in accordance with the Project Schedule after the code has passed review by Contractor's quality assurance process and successfully completed Unit Testing. If requested by SOS, the Contractor shall provide code walk-through on the Source Code on an ongoing basis throughout the life of the project. Contractor shall provide updated design documents that reflect changes to the system code during development and initial implementation.

Deliverable III.7 - Ongoing Project Tasks

Contractor shall perform all tasks, processes, and activities required in Phase 0.

Deliverable III.8 – Final Report for Phase III

Contractor shall submit a report indicating that all phase activity is complete including status of deliverables and outstanding issues.

PHASE IV – TESTING

Deliverable IV.1 – VoteCal EMS Pilot County Data Conversion Completion and Report

Contractor shall perform data conversion for those pilot counties converting to the VoteCal EMS and provide a VoteCal EMS Data Conversion Report that documents all defects identified during conversion and the conversion effort in accordance with the Project DED, Project Plan and Project Schedule. Contractor shall work with SOS to resolve all defects and validate the conversion. The Report will be discussed with SOS's Project Manager, Key Business and Technical Leads, and others that may be impacted by the system defects. SOS will have final authority on the resolution and/or mitigation strategy for each problem.   Contractor will provide iterative conversion testing until all errors have been resolved. Finally, the report should identify "lessons learned" from the pilot county conversion and how these should be addressed in future county conversions. At the completion of data conversion the report will be finalized.

This Plan is subject to SOS approval, and shall be implemented, and updated as required during the life of the project.

Deliverable IV.2 – VoteCal EMS Acceptance Test Completion, Results and Defect Resolution Report

Contractor shall oversee the SOS VoteCal EMS Acceptance Testing (implementation of the VoteCal EMS Acceptance Test Plan) and provide a VoteCal EMS Acceptance Test Results Defect Resolution Report documenting the system acceptance testing activities, test scripts, all test activities, the results of those activities, identified hardware or software issues, resolution actions taken, and the current status of all outstanding test defects identified during testing. The VoteCal IV&V team will use this document when they conduct their testing and will confirm that all identified test defects have been resolved to the satisfaction of SOS.

The Acceptance Test shall include, but is not limited to, the following areas:

- System component functional testing;
- Interface testing;
- Regression testing;
- End-to-end testing;
- Stress and load testing; and
- Fail-over testing.

Deliverable IV.3 – VoteCal EMS Documentation

Contractor shall develop and deliver to SOS the updated VoteCal EMS solution documentation to include:

- System Operations;
- System Technical Documentation;
- System Operational Recovery Procedures
- System End User's Documentation;
- Help Desk Documentation;
- System Technical Schematics;
- Updated General and Detailed System Design Documents to reflect the applications as implemented;

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- Database schema and Data Dictionary;
- VoteCal EMS system documentation;
- As-Built Documentation of all Configuration, Modification, and/or Programming;
- System Back-up and Recovery procedures; and
- System Maintenance Documentation.

Deliverable IV.4 - Ongoing Project Tasks

Contractor shall perform all tasks, processes, and activities required in Phase 0.

Deliverable IV.5 – Final Report for Phase IV

Contractor shall submit a report indicating that all phase activity is complete including status of deliverables and outstanding issues.

PHASE V – PILOT DEPLOYMENT AND TESTING

Deliverable V.1 – VoteCal EMS Staff and IT Training Materials and Completed Training for the Pilot County Staff

Contractor shall update the training materials and training curricula for the VoteCal EMS solution for SOS program staff, VoteCal help desk staff, SOS technical system support staff and county users. Contractor will conduct initial training, as appropriate, to prepare the county elections staff and SOS staff for pilot testing.

Training aids, manuals, quick reference guides and other training materials must be provided as part of the solution, and must:
- Reflect the solution as implemented;
- Provided for each student; and
- Be delivered to SOS in electronic format.

Deliverable V.2 – Conduct Pilot Testing through Live Election Cycle and Provide Pilot Results Report

Contractor must conduct pilot testing of the selected pilot counties through a live election cycle to appraise the data conversion, training, deployment and operation processes and procedures. The integrity of the existing CalVoter system and its data, which is the current official list of registered voters, must be maintained throughout the pilot election if that election is a federal election. Contractor shall complete a VoteCal EMS Pilot Results Report document that provides documentation on all findings, issues, recommendations, and results of the Pilot with the selected pilot counties. Contractor shall discuss this report with the VoteCal Project Manager and update the VoteCal EMS Acceptance Test Plan as appropriate.

All deficiencies and defects will be resolved and iteration testing conducted upon the System after review and acceptance of the Report.

Deliverable V.3 - Updated System, Documentation and Training Materials

Contractor shall update and deliver to SOS updated VoteCal EMS documentation that will change as a result of the pilot testing. This updated documentation could include the following, as appropriate:
- System Operations;
- System Technical Documentation;

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- System Operational Recovery Procedures
- System End User's Documentation;
- Help Desk Documentation;
- System Technical Schematics;
- Updated General and Detailed System Design Documents to reflect the applications as implemented;
- Database schema and Data Dictionary;
- VoteCal EMS system documentation;
- As-Built Documentation of all Configuration, Modification, and/or Programming;
- System Back-up and Recovery procedures; and
- System Maintenance Documentation.

Deliverable V.4 - Revised/Updated VoteCal EMS Deployment Plan

Contractor must update the VoteCal EMS Implementation and Deployment Plan that was produced in Deliverable III.5 to address the findings and results of the pilot testing.

Deliverable V.5 - Updated Training of SOS Staff

Contractor will conduct any updated training necessary as a result of findings from pilot testing to prepare the SOS staff, including technical, help desk and business training, for full deployment and production operation.

Deliverable V.6 – Updated Help Desk Support

Contractor shall update any detailed desktop procedures, policies, or documentation for the VoteCal EMS solution. Contractor must provide the SOS staff assigned to support the help desk with training to support this function. Contractor must also update any tools required of the help desk as a result of the new VoteCal EMS solution.

Deliverable V.7 – Conduct Quarterly Users Group Meetings

Contractor shall organize, host and conduct quarterly user group meetings with SOS staff and representative users from all counties using the VoteCal EMS, as well as counties in the process of conversion to the VoteCal EMS. These user group meetings will focus on identification of issues with the VoteCal EMS and associated business processes, as well as potential enhancements requested by users. The vendor will provide minutes of all users group meetings to the SOS and county users.

Deliverable V.8 – VoteCal EMS Final Deployment Report

Contractor shall conduct deployment of the VoteCal EMS in accordance with the Implementation Plan and Project Schedule. Contractor shall, at the conclusion of the deployment when all counties have been implemented, submit a VoteCal EMS Deployment Report indicating that all deployment activities have been completed including status of all outstanding deliverables, outstanding deployment issues, and the project's progress toward supporting the strategic goals of the project.

Deliverable V.9 - Ongoing Project Tasks

Contractor shall perform all tasks, processes, and activities required in Phase 0.

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Deliverable V.10 – Final Report for Phase V

Contractor shall submit a report indicating that all phase activity is complete including status of deliverables and outstanding issues.

PHASE VI – FIRST YEAR OPERATIONS AND CLOSEOUT

Levels of service are defined in Exhibits 5 and 6.

Deliverable VI.1 – Provide Monthly Operations and Performance Reports

Contractor shall provide SOS with VoteCal EMS solution maintenance and technical support services. Contractor must provide the following during this phase on a continuing basis:

- Support the VoteCal System Help Desk;
- Provide Help Desk report (e.g. number of calls received, types of calls, time to resolution, outstanding calls/issues);
- Monitor VoteCal system performance;
- Track reports of system errors, problems, and issues;
- Provide and manage an Issue log;
- Provide a change log of all outstanding and resolved changes; and
- Provide an escalation process by which all reported problems can be managed until resolved.

Deliverable VI.2 – VoteCal System Final Documentation

Contractor shall develop and deliver to SOS updated VoteCal EMS System documentation in both hard copy and electronic format, at the conclusion of the first year of operation. The documentation should reflect the system as implemented at the end of this phase and should include:

- System Operations;
- System Technical Documentation;
- System End User's Documentation;
- Help Desk Documentation;
- System Technical Schematics;
- Updated General and Detailed System Design Documents to reflect the applications as implemented;
- Data Dictionary;
- VoteCal System documentation;
- As-Built Documentation of all Configuration, Modification, and/or Programming;
- System Back-up and Recovery procedures; and
- System Maintenance Documentation.

NOTE: The contractor will not be eligible to renew for ongoing maintenance and operation beyond the first year until this deliverable has been completed and accepted by SOS.

Deliverable VI.3 – Final SOS System Acceptance Sign-Off

Contractor shall present results of final system acceptance to VoteCal Project Manager, and VoteCal Steering Committee for acceptance in accordance with the Project Plan and Schedule.

Acceptance requires resolution of SOS concerns and agreement concerning resolution. The SOS Project Executives, upon recommendation of the VoteCal Project Director, and VoteCal Steering Committee will make final acceptance.

Deliverable VI.4 - Ongoing Project Tasks

Contractor shall perform all tasks, processes, and activities required in Phase 0.

Deliverable VI.5 – Complete Contract Implementation Close-Out

Contractor shall submit a report indicating that all closeout tasks are complete including status of deliverables and outstanding issues.

Exhibit 4 – Sample Deliverable Expectation Document (DED)
Deliverable Expectation Document (DED)

For [Deliverable Title]

[This template provides a sample of the required contents of a deliverable expectation document. Work plans that support the activity summary can be attached, and may be referenced to support the methodology and schedule summary.]

1.   Introduction

[A brief overview defining the purpose of the deliverable and how it fits within the overall completion of the project. Indicate if there are pre-requisite tasks and subsequent tasks.]

2.   Deliverable Description

[Describe the deliverable's objectives and scope. Discuss the level of detail to be provided such as "will describe the rationale for design decisions, will provide a textual summary of the design with detailed design pseudocode in the appendices, will include database schema diagrams and database table relationships, field sizes and descriptions, and indices and keys."

Discuss the intended audience. If the document assumes a specific knowledge level, list the key concepts that must be understood (e.g., understanding of backup rotation schedules, understanding of registry editing, etc.). Do not use vague terms such as "basic knowledge of system administration".]

(a)   Methodology for Creating the Deliverable

[Provide a brief explanation of tasks, activities, and methods to be used to develop the deliverable. If appropriate, include a process flow diagram. Do not duplicate methodologies described elsewhere (e.g., if the design methodology was described in detail in the proposal and project management plan, reference the appropriate document section). Indicate if there are any assumptions or constraints on the development of the deliverable.

In cases where the contractor's methodologies differ significantly from the State's, it may be appropriate to require the contractor to provide a mapping of their methodology to the State's methodology (as an appendix to the DED and/or the deliverable).]

(b)   Applicable Standards

[List the specific industry and/or government standards that must be observed. Do not simply list "industry standards" or "IEEE." Indicate if the format/order of the standard must be observed or if the contractor may provide a mapping of their format to the standard to show compliance.]

(c)   Table of Contents

[List the table of contents or outline of the document. Discuss the content of each major section. Where appropriate or as requested by the project, provide a sample of this document from other engagements/projects or sample content, level of detail and format of key sections.]

(1)   Section 1 – Introduction

[This section will provide a high-level overview of the deliverable, its scope and purpose.]

Exhibit 4 – Sample Deliverable Expectation Document (DED) (continued)

      (2)   Section 2 –

      (3)   Section 3 –

      (4)   Section 4 –

      (5)   Section 5 -

      (6)   Appendix A –

      (7)   Appendix B –

      (8)   Appendix C –

(d)   Deliverable Requirements

[List the specific requirements for this deliverable from the Request for Proposal, Statement of Work, and/or contract. List the specific source of the requirement, including document name, document date/version, paragraph or page number, and requirement number (from the Requirements Traceability Matrix/Database).]

Table 1. Deliverable Requirements

REQMT #	REQUIREMENT DESCRIPTION	SOURCE OF THE REQMT	COMMENT

(e)   Deliverable Format

[List any required templates, diagrams, tables or specific content required for this deliverable. For instance in design and test deliverables, an updated requirements traceability matrix should be included in the final deliverable.

Indicate the format of the document and any associated diagrams, spreadsheets (e.g., MS Word, MS Visio, MS Project, etc.). Estimate the length/size of the document, and number of copies to be delivered.]

3.   Deliverable Acceptance Criteria

[List the specific acceptance criteria for the deliverable. The first criteria should always be "were the requirements met. The criteria should be specific to the deliverable and indicate key needs of the project (e.g., must include detailed description of database sizing, growth considerations, performance considerations, and de-/normalization considerations).

Other general review criteria (which are primarily the same for all deliverables) may be referenced or attached. The following are the minimum acceptance criteria.]

Exhibit 4 – Sample Deliverable Expectation Document (DED)

- Did the deliverable comply with the applicable standards from Section 0 (above)?

- Were all requirements from Section 0 (above) met?

- Did the deliverable comply with the stated format requirements from Section 0 (above)?

- Is the deliverable consistent with other deliverables already approved?

- Did the deliverable meet the general review criteria (e.g., pages numbered, free of formatting and spelling errors, clearly written, no incomplete sections, etc.)?

4.   Deliverable Schedule

(a)   Key Deliverable Dates

[List the key activities and due dates in the preparation and review of this deliverable. If appropriate, list key meetings, walkthroughs, inspections, and reviews. These tasks should be consistent with the activities and dates in the workplan and contractual timeframes regarding deliverable delivery, review, and approval/rejection.

Include time for state review of the deliverable and contractor incorporation of comments. Indicate if any activities/dates are on the critical path or have significant dependencies. The following is a sample.]

Table 2. Key Deliverable Dates

KEY ACTIVITY	DUE DATE	COMMENT
DED Approval	xx/xx/20xx*	
Internal Walkthrough with Project		
Draft Deliverable Submitted		
State Review of Draft		Minimum of 1 week
Walkthrough of Draft with Stakeholders		
Deadline for Comments on Draft		
Contractor Incorporation of Comments		
Final Deliverable Submitted		
State Review of Final		Minimum of 1 week
Deliverable Approval		
Contractor Incorporation of Final Comments (if necessary)		

*Critical Date

(b) Schedule for Deliverable Updates

[If the deliverable is expected to be updated on a periodic basis, list the proposed schedule of updates and tentative time frames. Dates may be either "hard dates" (e.g., May 5 2004) or "soft dates" (30 days prior to System Test). If appropriate, reference the appropriate RFP/SOW requirement for the update.]

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Exhibit 4 – Sample Deliverable Expectation Document (DED)

Table 3. Deliverables Update Schedule

REASON FOR DELIVERABLE UPDATE	SOW REFERENCE	DATE DUE	COMMENT
Incorporate any changes from Code/Unit Test phase	[Reference, as used in SOW; i.e. paragraph #, or unique reference]		
Incorporate any changes from the Integration and System Test phase	SOW para 3.2		
Incorporate any changes from the Acceptance Test phase			
Incorporate any changes from the Implementation phase			
Incorporate updates related to the first (M&O) system release			

5.   Resources Required

[List the specific resources involved in the deliverable preparation and review. Estimate the amount of time required from each key resource, particularly for any sponsor, user, or stakeholder staff involved. If appropriate, list the specific skill or knowledge required, such as knowledge of case management policy or experience with current system's financial reports. It is not necessary to list all contractor staff involved in the preparation, only the key staff or required skills.

This list is not intended to replace the workplan resources, but to identify specific individuals/skills needed to ensure successful completion of the deliverable.]

Table 4. Required Resources

ROLE	NAME(S)	RESPONSIBILITIES	ESTIMATED NEED
Deliverable Lead			2 months
Deliverable Approver			5 days
Deliverable Reviewers			7 days
Subject Matter Experts			10 days
Policy Representative			10 days
IV&V			5 days

6.   Deliverable Payment

[If applicable, indicate if this is a payment deliverable.]

EXHIBIT 5 VOTECAL
HARDWARE MAINTENANCE AND OPERATIONS
AND
TECHNICAL HELP DESK
SERVICE LEVELS

This exhibit summarizes the service levels for maintenance and operations (M&O) and help desk services the Contractor must meet for the VoteCal system, including any platform software incorporated as part of the VoteCal. These expectations apply to the VoteCal statewide voter registration solution and, if SOS opts to purchase it, the VoteCal EMS solution, including all Contractor-supplied interfaces and points of integration between the two systems and with existing SOS applications and technical environments. This Exhibit applies to the entire term of the contract including Extended Solution Software Support if SOS exercises that option.

Maintenance and operations of the VoteCal technical environments begins with the last phase of the project which is referred to as the First Year of Operations and Closeout in Exhibits 2 and 3, and will continue for up to an additional five (5) years if the SOS exercises the option.

SERVICES CATEGORIES

The SOS service expectations fall into two categories:

a) <u>Maintenance and Operations (M&O)</u>. M&O includes performance, capacity and throughput monitoring; firmware patch and version installation, configuration and testing; platform software update installation, re-configuration and testing; change control and coordination; troubleshooting; problem resolution and escalation; routine cleaning and adjustment; replacement of expendables; upkeep of maintenance and repair records; and upkeep of inventory status, aging and system health statistics.

Contractor is responsible for ensuring that parts, trained staff and documentation are readily available so that hardware problems can be corrected within the time frames specified.

These expectations apply to the entire solution Contractor provides – the VoteCal statewide voter registration solution and, if SOS opts to purchase, the VoteCal EMS solution, including all Contractor-supplied hardware, platform software, interfaces, points of integration and technical environments.

The Contractor will be responsible for maintaining the system's integration points with the SOS infrastructure; as well as any infrastructure components purchased under this contract; and for coordinating troubleshooting and resolution with SOS technical staff for problems that involve the infrastructure.

b) <u>Technical Help Desk Support and Problem Escalation Service Levels</u>. Contractor will provide Level 2 and above help desk support to the VoteCal and VoteCal EMS solutions. SOS will provide Level 1 support for state and county users of the VoteCal and VoteCal EMS solutions.

Level 2 and above help desk services include: intake of problems escalated as irresolvable from Level 1; additional problem diagnostics and analysis; application of monitoring, probe and other technical investigatory techniques; problem triage, intervention and/or resolution; coordination of problem response across expertise types (e.g., network, systems, database, application); problem referral/escalation; and problem

documentation, tracking and reporting. Once a problem is escalated from Level 1, Level 2 is responsible for problem coordination among all levels and for reporting status to project and/or operational management.

Maintenance and Operations

1) <u>Hardware and Platform Software Support.</u>   "Hardware and Platform Software Support" applies to all Contractor-supplied components of the technical environments and to the interfaces with state and county technical environments. Hardware support includes providing manufacturer-recommended upgrades and preventative maintenance services, performance and capacity monitoring, problem analysis and troubleshooting, issue resolution and escalation, and problem documentation and reporting in a manner which sustains and ensures the delivered solutions meet service level expectations. Platform software support includes: troubleshooting and resolving problems with platform software provided by the contractor as part of the VoteCal system; providing, installing, configuring and testing updates to platform software that are necessary for maintaining system security or by manufacturer limitations of support for currently installed version.

   a) Contractor must perform all manufacturer-recommended hardware preventive and routine maintenance according to manufacturer specifications, guidelines and recommendations, including:

      - physical maintenance such as lubrication and cleaning,
      - replacement of consumable and wearable parts such as belts and filters,
      - installation of firmware upgrades, and
      - configuration changes recommended by the manufacturer.

   b) Contractor must perform all routine configuration and maintenance to maintain system stability and performance, (e.g., database reorganization and indexing tasks, load-balancing configuration, etc.)

   c) Contractor must diagnose and repair any failure of any system hardware component, within timeframes necessary to meet specified service levels in this Exhibit, as well as the performance, availability and continuity of operations requirements specified in the RFP, Section 6, Technical Requirements.

   d) Contractor must manually invoke failover processes to recover the VoteCal or VoteCal EMS system from hardware failures when automated processes are unavailable or did not function correctly, and restore the system to normal operation after correction of the failure condition.

   e) On a semi-annual basis, as well as within 120 days of all statewide elections, Contractor must test all redundant components to ensure proper operation, including periodic production use of these components as scheduled with SOS.

2) <u>Backup and Recovery</u>. Contractor must provide processes and systems to ensure that data, applications and configurations stored on system hardware can be recovered in the event of a failure of that hardware. Further, Contractor must ensure these processes and systems are operating correctly by:

   a) Monitoring logs and backup outputs to ensure that error conditions are detected and corrected;

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b) Verifying backup processes are complete and correct following system hardware, software or configuration changes; and

c) Periodically using backups to load and verify the operation of a suitable test system environment.

3) Responding to Reported Problems.

a) Contractor must correct all problems impacting conduct of an election and all severity one and severity two problems reported by SOS to the Contractor during the period of contracted software support.

b) **Impacting Upcoming Election**. Contractor must correct, or provide an acceptable workaround within 24 hours of report by SOS, for all problems that may adversely affect the conduct of an election scheduled within 120 days of the date reported, or that threaten the integrity of related data.

c) **Severity One (no impending election).** Contractor must complete the correction, or provide a SOS-approved workaround, of all severity one problems within five (5) working days of report by SOS. If a workaround is approved for immediate resolution, Contractor must permanently correct the problem within 20 working days. "Severity One problems shall include:

   i) Problems that prevent use of functionality required in the VoteCal RFP, Section VI, and for which no SOS-approved workaround has been identified that does not impact workflow unacceptably, and

   ii) Security vulnerabilities identified by the State or SOS Information Security Officers or by the platform product manufacturer.

d) **Severity Two.** Contractor must complete the correction or provide a SOS-approved manual or automated workaround for all severity two problems within 20 working days of report by SOS. "Severity Two problems" shall include any problem that prevents use of functionality required by the VoteCal RFP, Section VI, for which a SOS-approved manual or automated workaround has been identified.

4) Security. The Contractor must ensure that the VoteCal and optional VoteCal EMS systems operate securely, by:

a) Scanning the system, at least monthly, to ensure that vulnerabilities are identified and addressed.

b) Scanning the system using automated security scanning tools following introduction of VoteCal or VoteCal EMS application system software fixes or enhancements, platform software patches or updates, modifications to hardware components or firmware, to identify and address vulnerabilities.

c) Ensuring the confidentiality of sensitive material entrusted to or developed by the contractor, including passwords, system documentation, network addresses and topology, and security-related procedures.

5) Change Management and Documentation.   Contractor must conform to the approved VoteCal processes and procedures for change management, including:

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a) Scheduling of changes during periods acceptable to SOS Information Technology Division and Elections Division management. (SOS will not normally approve disruptive, or potentially disruptive, activities during normal business hours or during the period beginning 60 days before and ending 30 days after any statewide election);

b) Providing specified notice of proposed changes;

c) Providing detailed installation, testing and backup changes for changes designated as high-risk or high-visibility by SOS management; and

d) Maintaining documentation of all changes to hardware, software, procedures, and written documentation, including the date and time, nature, reason, purpose, and outcome of all changes, along with a detailed description of the specific change made.

6) Performance Monitoring and System Log Review

a) Contractor must establish measurement procedures to monitor system performance and operation, including verification that performance metrics are met;

b) Contractor must monitor system resource utilization to identify requirements for system augmentation and/or file content maintenance to prevent problems caused by resource limitations; and

c) Contractor must review all error logs and reports as necessary to ensure the detection and correction of system function and performance problems in a timely basis.

Technical Help Desk Support and Problem Escalation Service Levels

1) Contractor must provide 24/7 Level 2 technical help desk support for problems related to the VoteCal operational environments, including hardware and platform software. Contractor's help desk support must ensure that the SOS help desk can report system problems on a 24/7 basis, and that the required service levels for Contractor support and problem escalation are met.

2) Contractor must ensure that SOS help desk receives a callback from a technician trained to perform Level 2 support of the VoteCal and VoteCal EMS solutions:

a) within 15 minutes during prime-shift (M-F 7:00am - 7:00 pm);

b) within 15 minutes, 24 hours per day, 7 days a week, during the 45 days prior to, and 30 days after, all statewide elections;

c) for counties conducting a local election, within 30 minutes outside of the prime shift for the period from 45 days prior through to 30 days after that election; and

d) within one hour at all other times.

3) If the problem reported involves the inability to use all or part of the system, the Contractor must restore service within two hours.

4) If service is not restored within two hours, the contractor must provide telephone access to Level 3 support—either Contractor development staff familiar with the VoteCal or VoteCal

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EMS application system software or platform software technical support—within one additional hour.

5) If the problem involves an outage that may be caused by hardware, the Contractor must ensure that a qualified technician, with parts, training and familiarity with the system, is onsite within two hours. The Contractor must maintain parts, trained staff and documentation so that hardware problems can be corrected within four hours of notification.

6) Contractor must provide contact information so that SOS staff may escalate problem reports through at least three levels of service management on a 24/7 basis.

7) Contractor must provide SOS the ability to view the description, status, actions taken and planned, and resolution for all problems reported to the Contractor.

8) Contractor must provide summary reports for all problems reported, resolved and outstanding at the end of each month and year.

SOS RESPONSIBILITIES

1) SOS will be responsible for facilities support of the SOS raised-floor server site, including:

   a) Provision of suitable utility electric power, including power distribution.

   b) Sufficient chilled air to cool all installed equipment to within manufacturer's specifications.

   c) Physical security, access control and surveillance.

   d) Power outage, temperature exception, and water detection and alerting.

   e) Fire alarm and suppression systems.

2) SOS will provide suitable workspaces onsite for up to six (6) Contractor personnel, including furnished cubicles, electrical power, telephone and Internet access.

3) SOS will provide Level 1 help desk services.

4) SOS will provide M&O and platform software support for all aspects of the existing technical infrastructure utilized by the VoteCal solutions.

EXHIBIT 6 VOTECAL & VOTECAL EMS
APPLICATION SOFTWARE SUPPORT
AND
HELP DESK
SERVICE LEVELS

This exhibit summarizes the service levels for application software support and help desk services the Contractor must meet for the VoteCal system, including any platform software incorporated as part of the VoteCal solution. These expectations apply to the VoteCal statewide voter registration solution and, if SOS opts to purchase it, the VoteCal EMS solution, including all Contractor-supplied interfaces and points of integration between the two systems and with existing SOS applications and technical environments.

This Exhibit applies to the entire term of the contract including Extended Solution Software Support if SOS exercises that option.

EXTENDED VOTECAL APPLICATION AND VOTECAL EMS APPLICATION SOFTWARE SUPPORT

1) Responding to Required Changes in Platform Environments. Contractor must ensure the continued integrity and performance of the delivered solution when changes are required within the Platform environment.   "Required Changes to Platform Environment" includes all patches, revisions, extensions or configuration changes designated as mandatory or security-related by the manufacturer. This is accomplished by:

   a) Determining, through testing, the impact of required Platform changes on VoteCal and VoteCal EMS application integrity, security, performance, and functionality;

   b) Modifying or replacing the VoteCal application software components as necessary to ensure that the solution continues to operate as specified within the revised Platform environment;

   c) Completing such testing and any required modification or replacement of the application software within 30 days of general release of required Platform changes or as directed by SOS; and

   d) Complying with SOS-approved VoteCal Release Management procedures for scheduling, staging, back-out and post-release monitoring.

2) Responding to Updates or Replacement of Platform Software. Contractor must ensure the continued integrity and performance of the delivered solution when Platform software versions are updated or products are replaced. "Required upgrades or replacements to Platform software products" includes any upgraded or successor product to an installed product for which the manufacturer will cease or limit support during the contracted solution software support period. This is accomplished by:

   a) Determining, through testing, the impact of Platform software updates or replacement on VoteCal and VoteCal EMS application integrity, security, performance, and functionality;

   b) Modifying or replacing the software application components as necessary to ensure that the application software continues to operate as specified within the revised Platform software environment;

   c) Completing such testing and any required modification or replacement of the application software before support of the Platform software ends or is limited, or as directed by SOS Change Control; and

    d) Complying with the accepted VoteCal Release Management procedures for scheduling, staging, backout and post-release monitoring.

3) <u>Responding to Reported Problems.</u>

    a) Contractor must correct all problems impacting conduct of an election and all severity one and severity two problems reported by SOS to the Contractor during the period of contracted software support.

    b) **Impacting Upcoming Election.** Contractor must correct, or provide an acceptable workaround within 24 hours of report by SOS, for all problems that may adversely affect the conduct of an election scheduled within 120 days of the date reported, or that threaten the integrity of related data.
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    c) **Severity One (no impending election).** Contractor must complete the correction, or provide a SOS-approved workaround, of all severity one problems within five (5) working days of report by SOS. If a workaround is approved for immediate resolution, Contractor must permanently correct the problem within 20 working days. "Severity One problems shall include:

        i) Problems that prevent use of functionality required in the VoteCal RFP, Section VI, and for which no SOS-approved workaround has been identified that does not impact workflow unacceptably, and

        ii) Security vulnerabilities identified by the State or SOS Information Security Officers or by the Platform product manufacturer.

    d) **Severity Two.** Contractor must complete the correction or provide a SOS-approved manual or automated workaround for all severity two problems within 20 working days of report by SOS. "Severity Two problems" shall include any problem that prevents use of functionality required VoteCal RFP, Section VI, for which a SOS-approved manual or automated workaround has been identified.

4) <u>VoteCal Application and VoteCal EMS Application Source Code.</u> The Contractor must provide replacement source code for any supported component of the VoteCal application and VoteCal EMS application modified or replaced to meet the requirements of this contract, along with full instructions for installing that replacement source code into production use.

5) <u>Security.</u> The Contractor must ensure that the VoteCal and optional VoteCal EMS solution applications operate securely by:

    a) Verifying security provisions within the application code and interfaces are maintained and are operational after solution modification;

    b) Ensuring the confidentiality of sensitive material, including passwords, system and database documentation, and security-related procedures.

6) <u>Change Management and Documentation.</u> Contractor must conform to approved VoteCal processes and procedures for change management, including:

    a) Scheduling of changes during periods acceptable to SOS Information Technology Division and Elections Division management. (SOS will not normally approve disruptive, or potentially disruptive, activities during normal business hours or during the period 60 days before and ending 30 days after any statewide election);

b) Providing specified notice of proposed changes;

c) Providing detailed installation, testing and backout procedures for changes designated as high-risk or high-visibility by SOS management; and

d) Maintaining documentation of all changes to application software, procedures, and written documentation, including the date and time, nature, reason, purpose, and outcome of all changes, along with a detailed description of the specific change made.

SOLUTION SOFTWARE HELP DESK SUPPORT AND PROBLEM ESCALATION SERVICE LEVELS

1) Contractor must provide 24/7 Level 2 technical help desk support for problems related to the VoteCal applications, including logical interfaces with external entities. Contractor's help desk support must ensure that the SOS help desk can report system problems on a 24/7 basis, and that required service levels for support and problem escalation are met.

2) Contractor must ensure that SOS help desk receives a callback from a technician trained to perform Level 2 support of the VoteCal applications:

a) within 15 minutes during prime-shift (M-F 7:00am - 7:00 pm);

b) within 15 minutes 24 hours per day, 7 days a week, during the 45 days prior to, and 30 days after, all statewide elections;

c) for counties conducting a local election, within 30 minutes outside of the prime shift for the period from 45 days prior through to 30 days after that election;

d) within one hour at all other times.

e) If the problem reported involves the inability to use all or part of the VoteCal or VoteCal EMS application(s), the Contractor must restore service *within 2 hours*.

f) If service is not restored within two hours, the Contractor must provide telephone access to Level 3 support (i.e., Contractor development staff familiar with the solution application(s)) *within one additional hour*.

g) Contractor must provide contact information so that SOS staff may escalate problem reports through at least three levels of service management on a 24/7 basis.

h) Contractor must provide SOS the ability to view the description, status, actions taken and planned, and resolution for all problems reported to the Contractor.

i) Contractor must provide summary reports for all problems reported, resolved and outstanding at the end of each month and year.

SOS RESPONSIBILITIES

1) SOS will be responsible for facilities support of the SOS raised-floor server site, including:

a) Provision of suitable utility electric power, including power distribution.

b) Sufficient chilled air to cool all installed equipment to within manufacturer's specifications.

   c) Physical security, access control and surveillance.

   d) Power outage, temperature exception, and water detection and alerting.

   e) Fire alarm and suppression systems.

2) SOS will provide suitable workspaces onsite for up to six (6) Contractor personnel, including furnished cubicles, electrical power, telephone and Internet access.

3) SOS will provide Level 1 help desk services.

4) SOS will provide M&O and platform software support for all aspects of the existing technical infrastructure utilized by the VoteCal solutions.

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EXHIBIT 7: VOTECAL EMS
DEPLOYMENT TO ADDITIONAL COUNTIES

If SOS exercises the option to implement the VoteCal EMS, SOS will identify one or more counties to participate as pilot counties in that implementation. (See SOW, Attachment 1, Exhibit 3) Throughout the first year of operation and throughout any contracted period of software support for the VoteCal EMS, Contractor will be responsible for the deployment of the VoteCal EMS to any additional counties wishing to convert to the EMS system. This exhibit identifies the tasks and deliverables that will be required of the contractor for each county conversion to the VoteCal EMS.

Upon notice from a County of intent to convert to the VoteCal EMS, SOS will work with that County and Contractor to establish a mutually agreeable Project Start Date and implementation timeframe, based on SOS, County and Contractor workloads.

INTRODUCTION

SOS has identified two phases for the subsequent deployment of the VoteCal EMS to a county after the completion of Phase V (Exhibit 3) of the VoteCal EMS project:
- Phase (A) County Implementation
- Phase (B) 1st Year of Operations and Closeout

During Phase A, the county's data is converted and imported into the VoteCal EMS system, county staff is trained on the new system, and the technical implementation and cutover is made. Phase B consists of the county's first full year of operations and closeout of the implementation project for that county. The service levels expected for that year of operations are detailed in Attachment 1, Exhibits 5 and 6.

Specific deliverables (listed below) will be required for each Phase along with ongoing activities the Contractor will be required to conduct or participate in. The ongoing tasks are listed within each task, however they may continue beyond the Phase end date.

STANDARDS

The Contractor will comply with the following standards as designated by SOS and specified in the DED for each individual deliverable:
- Project management industry standards (i.e. PMI, PMBOK);
- The State Information Management Manual (SIMM) Project Oversight Framework; and
- IEEE (Institute of Electrical and Electronics Engineers, Inc.) engineering standards.

MILESTONES AND PAYMENT

Non-pilot counties may choose to join the VoteCal EMS anytime after SOS accepts the pilot implementation. A project schedule and workplan will be established between SOS and the Contractor for each subsequent county's conversion/implementation.

Payment for Adding Counties to the VoteCal EMS System. Contractor will receive payment for conversion of additional counties to the VoteCal EMS according to the rates specified in the *VoteCal EMS Cost Table VII.11 – Per County Cost for VoteCal EMS Implementation.*

This SOW identifies two (2) phases for each such conversion project. There are payment milestones at the end of each of these phases. Payment for attaining a payment milestone will only be made when all the deliverables associated with that phase has been successfully completed with written acceptance from SOS. To obtain payment for a completed phase, the Contractor must submit an invoice for that phase, together with the signed acceptance letter for each deliverable associated with the phase and completed HAVA Activity Sheets for that phase.

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For each county adopting the EMS system, Bidder will be paid 75% of corresponding Tier level when conversion, training and production implementation (Phase A) is completed and the remaining 25% of the total when the first year of operation is completed (Phase B).

Phase A	*Conversion And Implementation*	75%
Phase B	*First Year Operation And Closeout*	25%
		100%

Extended Maintenance and Operations Support and Software Support. During the first year of operation (Phase B) contractor is expected to provide support in accordance with the VoteCal Statement of Work, Exhibits 5 and 6. If SOS exercises the option for extended Maintenance and Operations (M & O) and/or extended Software Support, upon completion of Phase B the extended support contracts will be automatically extended to include support for the converted county(s). Contractor will accrue appropriate payment for the additional county(s) according to the annual tiered rate identified in *VoteCal EMS Cost Table VII.14 – Optional Hardware Maintenance and Operations Support (M & O) Costs* and *VoteCal EMS Cost Table VII.15 – Optional EMS Application Software Support Costs* applicable at the time of Phase B Closeout. Partial years will be pro-rated for the applicable portion of the covered year.

> Example: Assume SOS contracts for 5 years of M & O support for the VoteCal EMS, and that there are two pilot counties for the implementation project, one Tier 1 and one Tier 2. Further, assume that after the initial implementation of the VoteCal EMS, one Tier 2 county (County A), finishes conversion to the VoteCal EMS (Phase A) after 6 months of operation under the VoteCal EMS M & O contract. Another county, Tier 3, (County B) finishes conversion to the VoteCal EMS (Phase A) after 2 years and 4 months of operation under the VoteCal M & O contract.
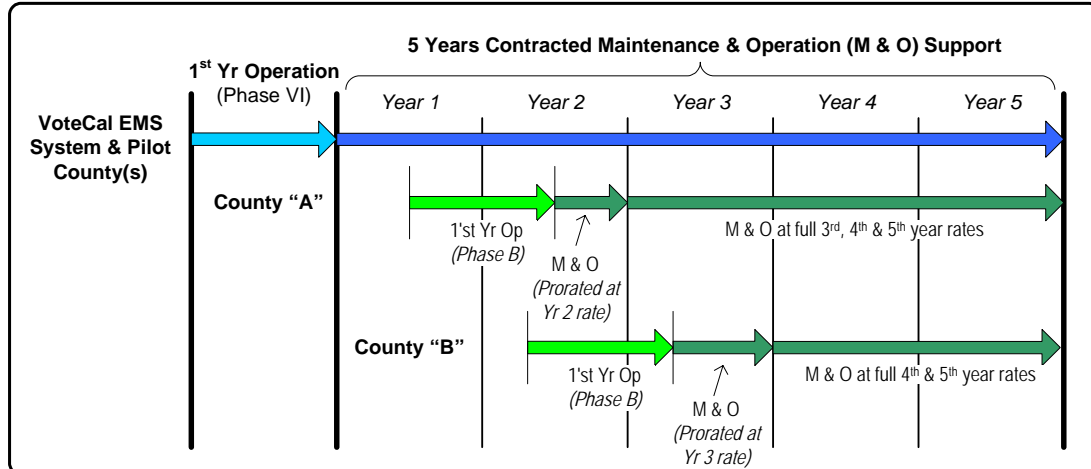
- The contractor would receive payment for M & O support of the central components of the VoteCal EMS system for the full five years, at the applicable rate each year.
- The contractor would receive payment for M & O support of both pilot counties using the VoteCal EMS system for the full five years, at the applicable tier rate each year.
- County A would complete 1st year of operation (Phase B) six months into the 2nd year of the M & O contract. The contractor would receive 50% (6 months / 1 year) of the applicable 2nd year rate for Tier 2 M & O support of that county, and would receive the full Tier 2 rate for years 3, 4 and 5.
- County B would complete 1st year of operation (Phase B) 4 months into the 3rd year of the M & O contract. The contractor would receive 66% (8 months / 1 year) of the applicable 3rd year rate for Tier 3 M & O support of that county, and would receive the full Tier 3 rate for years 4 and 5.

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DELIVERABLE EXPECTATION DOCUMENTS

A Deliverable Expectation Document (DED) will be required for each written project deliverable identified in this Statement of Work. Each DED shall identify expected deliverable content, due date, acceptance criteria, reviewers, review time frames, standards for deliverable, process and frequency for maintaining and updating the deliverable. SOS shall provide a DED template, which must be followed in preparing each DED. The due dates for the DEDs will be driven by the PMP and schedule agreed upon by the SOS and the Contractor. Prior to the Contractor beginning work on a deliverable, the DED for that deliverable will be developed jointly by SOS and the Contractor, and approved by SOS.

VOTECAL EMS DEPLOYMENT TO ADDITIONAL COUNTIES – TASKS AND DELIVERABLES

The following tasks and deliverables will apply separately to each county converting to and implementing the VoteCal EMS for which the vendor will be responsible under the contract.

PHASE A – CONVERSION AND IMPLEMENTATION

Deliverable A.1 – Conversion and Implementation Plan

Contractor shall provide a Conversion and Implementation Plan (CIP) within ten (10) State business days of the Project Start Date for review and approval by SOS. Content should include, at a minimum, the following components:
- Project Overview;
- Project Work Breakdown Structure;
- Project Schedule;
- Management Objectives and Priorities;
- Roles and Responsibilities;
- Project Assumptions, Dependencies, and Constraints;
- Procedures for Reviewing and Updating the CIP;
- Project Deliverables and Milestones;
- References, Definitions, and Acronyms;
- Training and Deployment Plan;
- Project Communications with County and SOS;
- Issue and Risk Management; and
- Project Schedule Management Plan including resource updates, tracking of resource activities, tracking of milestone progress and reporting, critical path monitoring, schedule issues, status reporting based on work breakdown structure, and contingency activities.

Deliverable A.2 – Data Conversion and Integration Plan

Contractor shall provide a detailed plan for how the county's data will be converted to and integrated with the centralized VoteCal EMS. The Plan must address:
- Comparison and analysis of EMS data elements and available data in the county's legacy EMS;
- Translation and import of existing electronic data;
- Capture and initialization of any non-electronic data that is essential for operation of the VoteCal EMS;
- Data conversion and testing schedule;
- Roles and responsibilities of Contractor and county staff;
- Data conversion testing and validation; and
- County acceptance and sign-off.

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This Plan is subject to SOS approval, and shall be implemented, and updated as required during the life of the project.

Deliverable A.3 – Data Conversion, Integration and Testing

Contractor shall convert and import applicable data from the county's legacy EMS into the centralized VoteCal EMS. . Contractor shall work with the County and SOS to resolve all defects and validate the conversion. Contractor will provide iterative conversion testing until all errors have been resolved. SOS will have final authority on the resolution and/or mitigation strategy for each problem.

Contractor must provide a County Data Conversion Report in accordance with the Project Data Conversion and Integration Plan, the Conversion and Implementation Plan, and the DED for this deliverable. The report must clearly identify the processes used to convert data, as well as the validation testing to verify successful conversion and the results of that testing. The report must document all defects identified during the conversion effort. Finally, the report will identify "lessons learned" from that county conversion and how these should be addressed in future county conversions, especially for conversions from that legacy system. At the completion of data conversion the report will be finalized. The Report will be discussed with the county, SOS's Project Manager, Key Business and Technical Leads, and others that may be impacted by the system defects.

Deliverable A.4 – County Training and Report

Contractor shall provide hands-on training to all county staff on operation and maintenance of the VoteCal EMS system and its features, including initial system configuration. Training and supporting documentation will be appropriate to the user's role and processing functions.   Training must include a feedback process to appraise the effectiveness of the training, staff understanding and preparedness for system operation, and identification of areas where further learning and development is necessary.

Contractor must provide a report on the training effort, which identifies:
- Participating staff, time in training and functional areas of training;
- County staff preparedness for system operation;
- Identification of areas where further learning and development is necessary; and
- Appraisal of training effort and lessons learned for future training of counties converting to the VoteCal EMS.

Deliverable A.5 – Pilot Operation

Contractor shall verify configuration and initialization of VoteCal EMS for county operation and county sign-off. Contractor must provide necessary staffing and support for county to conduct pilot operation through its first live election cycle to appraise the deployment and operation processes, including associated work procedures. The integrity of the existing VoteCal system and its data, which is the current official list of registered voters, must be maintained throughout the pilot election.

At the conclusion of pilot operation through an election, contractor will provide a report that documents all findings, issues, recommendations, and results of the county's pilot election. Contractor shall discuss this report with the county's chief election official, the VoteCal Project Manager and the VoteCal Steering Committee.

All deficiencies and defects will be resolved and iteration testing conducted upon the System after review and acceptance of the Report.

Deliverable A.6 – Final Cutover and County Acceptance

Contractor shall resolve all deficiencies and defects identified in the pilot operation and resulting report, and will conduct regression testing on all changes to the system as a result.

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Contractor will certify successful completion of VoteCal EMS deployment to county and the County's ability to assume responsibility for ongoing operation with the VoteCal EMS for their county's business processes. Contractor will secure county acceptance and sign-off to that certification.

Deliverable A.7 – Ongoing Project Tasks

The Contractor, on an ongoing basis throughout this phase, will:
- Maintain and update the county conversion and implementation plan;
- Provide weekly status reports to the county and attend weekly project meeting with the county;
- Provide weekly status reports to the SOS project team;
- Attend VoteCal Steering Committee meetings as required;
- Provide ongoing issue and risk identification and tracking; and
- Provide monthly written status reports.

All deliverables will be consistent with the format and content established in the DED for this deliverable.

Deliverable A.8 – Final Report

Contractor shall provide a final report of the VoteCal EMS conversion and implementation for the county, indicating that all phase activity is complete including status of deliverables and outstanding issues. The 1st year of operation (Phase B) for this county will start when SOS has accepted in writing the completion of Phase A deliverables.

PHASE B – FIRST YEAR OPERATION AND CLOSEOUT

Levels of Service for this Phase are defined in Attachment 1, Exhibits 5 and 6.

Deliverable B.1 – Provide Monthly Operation and Performance Report

Contractor shall provide the county with full operational and technical support services in accordance with the established SOS help desk and technical support procedures: Contractor must provide the following during this phase on a continuing basis:
- Resolution of any issues related to data conversion and initial system configuration for the County;
- Additional training of county staff on use of the EMS application, as required;
- Provide Help Desk report specific to the county (e.g. number of calls received, types of calls, time to resolution, outstanding calls/issues);
- Monitor VoteCal EMS system performance with respect to the county;
- Track county reports of EMS system errors, problems, and issues;
- Provide and manage an EMS Issue log specific to the county;
- Provide a change log of all outstanding and resolved EMS changes;
- Provide an escalation process by which all reported EMS problems can be managed until resolved; and
- Include any tools that are required to manage the EMS support activities

Deliverable B.2 – Final SOS Acceptance and Signoff

Contractor shall submit a report indicating that all closeout tasks associated with the conversion and implementation for that county, including resolution of outstanding issues, have been completed.

Prior to acceptance of the closeout report, SOS shall obtain written acceptance from the county that the implementation of the VoteCal EMS and the first year of operation has been successfully completed, and that all outstanding issues under the terms of the contract have been resolved.

Upon acceptance of the Closeout Report by SOS, Contractor may submit billing for payment of the 1st Year Operation for that county.

DEFINITIONS: Unless otherwise specified in the Statement of Work the following terms shall be given the meaning shown, unless context requires otherwise.

a) **"Acceptance Tests"**
means those tests performed during the Performance Period that are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.

b) **"Application Program"**
means a computer program that is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.

c) **"Attachment"**
means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.

d) **"Business entity"**
means any individual, business, partnership, joint venture, corporation, S-corporation, Limited Liability Corporation, limited liability partnership, sole proprietorship, Joint Stock Company, consortium, or other private legal entity recognized by statute.

e) **"Buyer"**
means the State's authorized contracting official.

f) **"Commercial Software"**
means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.

g) **"Contract"**
means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.

h) **"Custom Software"**
means Software that does not meet the definition of Commercial Software.

i) **"Contractor"**
means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.

j) **"Data Processing Subsystem"**
means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent) and Operating Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.

k) **"Data Processing System (System)"**
means the total complement of Contractor-furnished Machines, including one or more central processors

(or instruction processors) and Operating Software, which are acquired to operate as an integrated group.

l) **"Deliverables"**
means Goods, Software, Information Technology, telecommunications technology, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.

m) **"Designated CPU(s)"**
means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.

n) **"Documentation"**
means nonproprietary manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Documentation only to the extent that such materials are described in or required by the Statement of Work.

o) **"Equipment"**
is an all-inclusive term that refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).

p) **"Equipment Failure"**
is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software that prevents the accomplishment of the Equipment's intended functions shall be deemed an Equipment Failure.

q) **"Facility Readiness Date"**
means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.

r) **"Goods"**
means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).

s) **"Hardware"**
usually refers to computer Equipment and is contrasted with Software. See also Equipment.

t) **"Installation Date"**
means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.

u) **"Information Technology"**
includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.

v)   **"Machine"**
means an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.

w)   **"Machine Alteration"**
means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.

x)   **"Maintenance Diagnostic Routines"**
means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.

y)   **"Manufacturing Materials"**
means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.

z)   **"Mean Time Between Failure (MTBF)"**
means the average expected or observed time between consecutive failures in a System or component.

aa)   **"Mean Time to Repair (MTTR)"**
means the average expected or observed time required to repair a System or component and return it to normal operation.

bb)   **"Operating Software"**
means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.

cc)   **"Operational Use Time"**
means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.

dd)   **"Performance Testing Period"**
means a period of time during which the State, by appropriate tests and production runs, evaluates the performance of newly installed Equipment and Software prior to its acceptance by the State.

ee)   **"Period of Maintenance Coverage"**
means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.

ff)   **"Preventive Maintenance"**
means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.

gg)   **"Principal Period of Maintenance"**
means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as

selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.

hh)   **"Programming Aids"**
means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).

ii)   **"Program Product"**
means programs, routines, subroutines, and related items that are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.

jj)   **"Remedial Maintenance"**
means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.

kk)   **"Site License"**
means for each product, the term "Site License" shall mean the license established upon acquisition of the applicable number of copies of such product and payment of the applicable license fees as set forth in the Statement of Work.

ll)   **"Software"**
means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.

mm)   **"Software Failure"**
means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.

nn)   **"State"**
means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

oo)   **"System"**
means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.

pp)   **"U.S. Intellectual Property Rights"**
means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. **CONTRACT FORMATION:**

   a. If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State that is accepted by the issuance of this Contract and no further action is required by either party.
   b. If this Contract results from a solicitation other than described in paragraph a), above, Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
   c. If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

3. **COMPLETE INTEGRATION:**
This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. **SEVERABILITY:**
The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. **INDEPENDENT CONTRACTOR:**
Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. **APPLICABLE LAW:**
This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**

   a. Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
   b. The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
   c. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

d. If this Contract is in excess of $500,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
e. To the extent that this contract falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.

8. CONTRACTOR'S POWER AND AUTHORITY:

The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party that might abridge any rights of the State under this Contract.

a. The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
b. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. ASSIGNMENT:

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

10. WAIVER OF RIGHTS:

Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or0 provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. ORDER OF PRECEDENCE:

In the event of any inconsistency between the articles, attachments, specifications or provisions that constitute this Contract, the following order of precedence shall apply:

a. these General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions) ;
b. contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
c. information technology special provisions;
d. statement of work, including any specifications incorporated by reference herein; and
e. all other attachments incorporated in the contract by reference.

12. PACKING AND SHIPMENT:

    a. All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
        i. show the number of the container and the total number of containers in the shipment; and
        ii. the number of the container in which the packing sheet has been enclosed.
    b. All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
    c. Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:
No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

    a. Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
    b. If "prepay and add" is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
    c. On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. DELIVERY:
Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

15. SUBSTITUTIONS:
Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

16. INSPECTION, ACCEPTANCE AND REJECTION:
Unless otherwise specified in the Statement of Work:

a. Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.

b. All Deliverables may be subject to inspection and test by the State or its authorized representatives.

c. Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

d. All Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.

e. The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days of delivery, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

17. SAMPLES:

a. Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.

b. Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

18. WARRANTY:

a. Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship other than defects in generally available third-party hardware and software products that do not affect required functionality or performance. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, Contractor will warrant that its Deliverables provide all material functionality required thereby. Where the Contract calls for delivery of Commercial Software from third-party software providers, Contractor warrants that, other than defects that do not affect required functionality or performance in the third-party software, those products will operate with the System as designed and delivered by Contractor. The State's warranty for defects in such third-party Commercial Software that do not affect required functionality or performance shall be limited to the warranty provided by the third-party software provider.   The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.

b. Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any

similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, Contractor will, upon the State's request, provide a master copy of the Software for comparison and correction.

     c.   Unless otherwise specified in the Statement of Work:

         i.   Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.

         ii.   Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the State.

         iii.   Where Contractor resells Hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor will pass through any such warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will be supplemental to, and not relieve Contractor from, Contractor's warranty obligations set forth above.

     d.   All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.

     e.   Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to:

         i.   re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or

         ii.   should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(ii) above will not exceed the limits on Contractor's liability set forth in the Section entitled "Limitation of Liability."

     f.   EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19.   SAFETY AND ACCIDENT PREVENTION:

In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

20.   INSURANCE:

When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

21. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

   a. If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
   b. STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, DELIVERABLES SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. **TERMINATION FOR THE CONVENIENCE OF THE STATE:**

   a. The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
   b. After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
      i. Stop work as specified in the Notice of Termination.
      ii. Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
      iii. Terminate all subcontracts to the extent they relate to the work terminated.
      iv. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
   c. Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
      i. The Contract price for Deliverables or services accepted by the State and not previously paid for, adjusted for any savings on freight and other charges; and
      ii. The total of:
         A. The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
         B. The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
         C. Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
   d. The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. TERMINATION FOR DEFAULT:

a. The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
   i. Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
   ii. Make progress, so that the lack of progress endangers performance of this Contract; or
   iii. Perform any of the other provisions of this Contract.
b. The State's right to terminate this Contract under sub-section a) above, may be exercised if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a shorter period.
c. If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
d. If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
   i. completed Deliverables,
   ii. partially completed Deliverables, and,
   iii. subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
e. The State shall pay Contract price for completed Deliverables delivered and accepted. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
f. If, after termination, it is determined by a final ruling in accordance with the Disputes Clause that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
g. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

24. FORCE MAJEURE
Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

a. Acts of God or of the public enemy, and
b. Acts of the federal or State government in either its sovereign or contractual capacity. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

a. In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.

b. In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.

c. In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items that the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").

d. The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

26. LIMITATION OF LIABILITY:

a. Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.

b. The foregoing limitation of liability shall not apply (i) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Protection" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (ii) to claims covered by any specific provision herein calling for liquidated damages; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for bodily injury to persons or damage to real or tangible personal property caused by Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.

c. The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.

d. In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of sub-section b)(i), b)(ii), or b)(iv) above.

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

a. The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.

b. Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

28. INDEMNIFICATION:
Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

a. The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
b. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

29. INVOICES:
Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. REQUIRED PAYMENT DATE:
Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. TAXES:
Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. NEWLY MANUFACTURED GOODS:
All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

33. CONTRACT MODIFICATION:
No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

34.   CONFIDENTIALITY OF DATA:
All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35.   NEWS RELEASES:
Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36.   DOCUMENTATION

   a.   The Contractor agrees to provide to the State, at no charge, a number of all nonproprietary manuals and other printed materials, as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
   b.   If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

37.   RIGHTS IN WORK PRODUCT:

   a.   All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
   b.   Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials.

c. The State will have the licenses set forth in Attachment 1to the Work Product as Deliverable or delivered to the State hereunder, as defined and set forth in the Statement of Work.
d. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
e. This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

38.   PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA

a. State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act.
b. The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
c. The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

39.   PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

a. Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section 39a). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section 39a) will be conditional upon the following:
  i.   The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
  ii. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
b. Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

   c. Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Deliverables or Software, or to replace or modify the same so that they become non infringing. If none of these options can reasonably be taken, or if the use of such Deliverables or Software by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables or Software and make every reasonable effort to assist the State in procuring substitute Deliverables or Software. If, in the sole opinion of the State, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables or Software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

   d. The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:

      i. The combination or utilization of Deliverables furnished hereunder with Equipment or devices not made or furnished by the Contractor; or,

      ii. The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor supplied Operating Software; or

      iii. The modification by the State of the Equipment furnished hereunder or of the Software; or

      iv. The combination or utilization of Software furnished hereunder with non-contractor-supplied Software.

   e. Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

40. EXAMINATION AND AUDIT:

Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting Documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.

41. DISPUTES:

   a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for Information

Technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.

b. Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

c. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

42. STOP WORK:

a. The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
   i.   Cancel the Stop Work Order; or
   ii. Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.

b. If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
   i.   The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
   ii. The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

c. If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

d. The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

43. FOLLOW-ON CONTRACTS:

a. If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
   i.   will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and

      ii.   will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.

  b. "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:

      i.   development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;

      ii.   development or design of test requirements;

      iii.   evaluation of test data;

      iv.   direction of or evaluation of another Contractor;

      v.   provision of formal recommendations regarding the acquisition of Information Technology products or services; or

      vi.   provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.

  c. To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:

      i.   to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or

      ii.   where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.

  d. The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

44. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

45. COVENANT AGAINST GRATUITIES:

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items that Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

46. NONDISCRIMINATION CLAUSE:

  a. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family

care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b.   The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

47.   NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

48.   ASSIGNMENT OF ANTITRUST ACTIONS:

Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

a.   In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.

b.   If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

c.   Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
   i.   the assignee has not been injured thereby, or
   ii.   the assignee declines to file a court action for the cause of action.

49.   DRUG FREE WORKPLACE CERTIFICATION:

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug free workplace by taking the following actions:

a.   Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b.   Establish a Drug Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
   i.   the dangers of drug abuse in the workplace;

ii.   the person's or organization's policy of maintaining a drug free workplace;
iii.   any available counseling, rehabilitation and employee assistance programs; and,
iv.   penalties that may be imposed upon employees for drug abuse violations.
c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
i.   will receive a copy of the company's drug free policy statement; and,
ii.   will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

50.   FOUR-DIGIT DATE COMPLIANCE:

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

51.   SWEATFREE CODE OF CONDUCT:

a. Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

52.   RECYCLING:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

53.   CHILD SUPPORT COMPLIANCE ACT:

For any Contract in excess of $100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

b. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

54.   AMERICANS WITH DISABILITIES ACT:
Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

55.   ELECTRONIC WASTE RECYCLING ACT OF 2003:
The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

56.   USE TAX COLLECTION:
In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retail seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

57.   EXPATRIATE CORPORATIONS:
Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.

58.   DOMESTIC PARTNERS:
For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that the contractor is in compliance with Public Contract Code section 10295.3.

ATTACHMENT 6 – SECRETARY OF STATE SPECIAL PROVISIONS

The following are Contract Secretary of State Additional Provisions:

1. HAVA funds can only be used for the purposes for which the HAVA funds are made;

2. No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.

3. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at

    http://www.osc.gov/documents/hatchact/ha_sta.pdf

4. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect any reduced amount;

5. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;

6. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to Contractor;

7. Contractor warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;

8. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of Contractor;

9. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

10. Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at www.epls.gov

11. Any recipient of federal funds must agree to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors.

12. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this

program. The provisions of these circulars may be found at http://www.whitehouse.gov/omb/circulars

13. Incompatible Activities - Secretary of State Policy Regarding Political Activity in the Workplace

- The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office, is as follows:

- No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.

- No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.

- No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.

- No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).

- The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.

- No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.

- No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

- No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.

- No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.

- An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal

Hatch Act.   However, any employee who is to be paid either partially or fully with funds pursuant to HAVA shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.

- Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

- If you have questions concerning these restrictions, please refer them to your contract manager.